

THE Hongkong Weekly Press

AND China Overland Trade Report.

Vol. LVII.]

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BIRTH.

On the 22nd April, at 22, Yamamoto-dori, 2-chome, Kobe, the wife of A. W. SHEPHERD, of a daughter.

MARRIAGES.

On the 20th April, at Yokohama, ROBERT BROWN MCINNEL to JESSIE GIFFEN, youngest daughter of PETER STRUTHERS, Civil Engineer, Edinburgh.

On the 20th April, at Yokohama, in the presence of Hon. E. C. Bellow, Consul-General of U.S.A., by the Rev. John L. Dearing, D.D., WILLIAM E. LUTZ, Department Superintendent of Education, Santa Cruz, Luzon, P.I., to MARIAN MILLS, of Hilo, P.I.

DEATH.

On the 23rd April, at 22, Yamamoto-dori 2-chome, Kobe, ELIZABETH MARY, the wife of A. W. SHEPHERD.

Hongkong Weekly Press

HONGKONG OFFICE: 14, DES VŒUX ROAD CL.
LONDON OFFICE: 131, FLEET STREET, E.C.

ARRIVALS OF MAIL.

The French mail of the 31st April arrived, per M.V. steamer *Soliste*, on the 2nd May (29 days); the Canadian mail of the 26th March arrived, per C.P.R. steamer *Empress of Japan*, on the 5th May (40 days); and the English mail of the 10th April arrived, per P. & O. steamer *Valatia*, on the 8th May (28 days).

HONGKONG.

The number of plague cases in the Colony from January 1st to date is returned at 528.

For trespassing in Murray Barracks, an unemployed coolie was fined \$5 or 14 days at the Police Court on the 1st inst.

Mr. John Roberts, ex-champion billiard player, is now in the Colony, and played at the Hongkong Club on the 2nd inst.

Yun Sing, a cook, was fined \$200 or two months at the Police Court on Saturday for dumping the dead body of a female child in the street.

The local Chinese subscriptions in aid of the Kwangsi Famine Fund amount to \$15,060. Arrangements have now been made for the circulation of the foreign subscription lists.

"A Visitor" writes to point out that a smart young Chinaman might make a fortune for himself as a shoeblack if he would establish himself somewhere near the Clock Tower.

The visitors to the City Hall Library and Museum for the week ending 3rd May, were: 26 non-Chinese and 79 Chinese to the former, and 15 non-Chinese and 2,122 Chinese to the latter institution.

Chan Wo, a coolie who attempted to commit suicide in the harbour a few days ago from a launch, and who was picked up by the occupants of a sampan, was liberated from police custody at the Magistracy on the 1st inst.

Signs are not wanting that the company in charge of the projected tramways in Hongkong are making headway. The new power station at Bowington Canal is showing above ground and in Queen's Road Central rails are to be seen lying in bunches along the side of the street.

It is announced that the partnership hitherto existing between K. W. Cuney and G. K. Hall Brutton, carrying on business as solicitors under the style of Mounsey & Brutton, is dissolved as from 1st ultimo. The business will be carried on by Mr. Hall Brutton alone under the style of Geo. K. Hall Brutton.

A slight outbreak of fire occurred about midnight on Monday in a house at 112, Queen's Road West. It was discovered in time and extinguished by the inmates and police. The Fire Brigade turned out, but their services were not required. The damage amounted to only five dollars.

His Excellency the Governor has been pleased to appoint the following gentlemen to be a Committee to assist in the consideration of applications for enrolment on the list of Authorised Architects:—The Honourable William Chatham, Honourable Sir C. P. Chater, Kt., C.M.G., Honourable Ho Kui, C.M.G., Honourable R. G. Shewan, W. Danby, and R. K. Leigh.

About one o'clock on the 6th inst morning fire broke out at 91, Bonham Street, the two floors of which and the second floor of No. 93 adjoining were occupied as a medicine shop. The Fire Brigade attended under Chief Inspector Baker and succeeded in confining the flames practically to the two second floors which were badly damaged; the ground floor of No. 94 suffered mainly from water. The premises are insured in several companies for \$31,000.

The claim of a certain landowner for possession of over 30 acres of the foreshore in the bay opposite Kowloon City is said to have been upheld by the Land Court.

Mr. Nicholas Post, the Austro-Hungarian Consul, who lately left for home leave, has received in recognition of his services as acting Italian Consul in this port the decoration of the Crown of Italy. Strange to say this decoration is also an Austrian Order, where however, it is called the Iron Crown. It is derived from the old royal Crown of the Longobards, which is formed by an iron ring covered with the usual gold and jewels. The Italians have given the name to their Order from the use of the Crown and the Austrians from its material.

On the 6th inst. shortly after noon a launch collision occurred in the Harbour and the passengers on one of the craft had a narrow escape of being thrown into the water. Mr. F. Kiene and Mr. Lambert, of Danby's, were coming from the s.s. *Tartar* to Blake Pier on Messrs. Arnold, Karberg & Co.'s launch *Graetchen* when another launch with a number of passengers on board, including Mr. Kerfoot Hughes and Mr. Chapman of the Treasury, travelling in the same direction, overtook the first and ran into her stern. The force of the collision nearly overturned the *Graetchen*. She capsized over on her side until she was almost on her beam ends and Mr. Kiene was only saved from falling overboard by the presence of mind of Mr. Lambert, who grasped him by the jacket. The launch sustained little damage.

A Chinese workman was killed and another had a narrow escape by the collapse of a retaining wall on a piece of ground between Seymour Road and Castle Road on the 6th inst. The house in connection with which the retaining wall was being erected is owned by Mr. Chau Tong San, for whom Mr. Fung Wa Chun is agent. The wall was about fifteen high, and the workmen were excavating at the foot of it for the purpose of putting in a foundation. Suddenly the soil began to show signs of sliding and before the two men in question could get out of the trench about a ton of earth came down on top of them. The man who was rescued alive was buried nearly up to the shoulders; he was dug out by a party of police rescuers. The other man was completely buried under the mass of debris, and was quite dead when taken out. The body was sent to the mortuary.

At the Thirteenth Annual Convocation of the District Grand Royal Arch Chapter of Hongkong and South China, M.E. Companion L. Malloy presided, and invested the following Officers:—Third Grand Principal, J. Bryant; Scribe, E. A. O'D. Gourdin; Scribe N., D. Macdonald; President B. of G.P., W. L. Ford; Treasurer, F. W. Edwards; Registrar, G. Piercy, Jr.; Sojourner, H. J. Watson; First Assist. Sojourner, E. T. Bond; Second Assist. Sojourner, W. H. Wickham; Sword Bearer, W. J. Tatcher; Standard Bearer, R. C. Edwards; G. G. Burnett; J. J. Bryan; and A. B. Hayland. Director of Ceremonies, A. H. Bottenheim; Dep. Director of Ceremonies, B. B. Barker; Assist. Director of Ceremonies, H. W. Wolfe; Organist, C. W. Longuet; Janitor, J. Vasson. Unofficial Members: M.E. Comp. G. J. W. King, M.E. Comp. G. L. Tomlin.

RUSSIA AND MANCHURIA.

(Daily Press, 2nd May.)

Before we can appreciate the value of the formal denial given in St. Petersburg to the reports current in Europe as to the demands which Russia is reported to have made on the Chinese Government respecting Manchuria, it is necessary to know precisely what these demands are alleged to be. It is impossible to believe that all the circumstantial reports which have emanated from Peking of Russian intrigues and demands aiming at a virtual annexation of Manchuria can be entirely without foundation. It recalls a somewhat similar situation which arose early in the year 1901 when reports appeared in the press asserting that Russia had concluded, or was engaged in concluding with China, a Convention or permanent arrangement which would give Russia new rights and a virtual Protectorate in Southern Manchuria. Count LAMSDORFF at that time, when informing the British Minister at St. Petersburg that these reports were "quite untrue" explained that the rumours possibly arose from the fact that the Russian Military Authorities in the province had been instructed to arrange with the local civil authorities the terms of a *modus vivendi* between them for the duration of the simultaneous presence of Russian and Chinese authorities in Southern Manchuria, the object being to prevent the recurrence of disturbances in the vicinity of the Russian frontier and to protect the railway from the Russian frontier to Port Arthur. In view of the denial given at St. Petersburg to the reports now current we can only conclude that they originate in similar attempts which the Russian military authorities are now making to arrange a *modus vivendi*, the details of which are not yet officially known at St. Petersburg. At the time of this conversation which Sir C. Scott had with Count LAMSDORFF the latter said that when it came to the final and complete evacuation of Manchuria the Russian Government would be obliged to obtain from the Central Government of China an effective guarantee against the recurrence of attacks on her frontier and the destruction of her railway, but there was no intention of seeking this guarantee in any acquisition of territory or of an actual or virtual Protectorate over Manchuria, the object being to simply guarantee the faithful observance in the future by China of the terms of the Agreement, which she had been unable to fulfil during the disturbances. Article III in the Manchurian Convention of last year, we may mention, provides that the Governments of Russia and China shall undertake to instruct the Russian Military authorities and the *Dzian-dzians* to make an arrangement to fix the number and determine the stations of the Chinese troops in Manchuria, as well as the Russian troops which have not been withdrawn, and other arrangements of a similar nature. Apparently these are the negotiations which have created the present stir, and it is by no means improbable that the Russian negotiators have gone much farther in their demands than the Government at St. Petersburg, in view of their explicit assurances to the Powers, are prepared for the present to go.

The denial from St. Petersburg must be accepted for what it may be worth. Unhappily many previous declarations of a similar character at St. Petersburg have proved not to be worth much, and in view of what Russia has accomplished in the province we find a difficulty in coming to

any other conclusion than that Manchuria is destined to remain under the virtual if not the actual protection of Russia for a very long time to come.

(Daily Press, 5th May.)

There is a considerable difficulty in ascertaining the true facts about what is occurring in Newchwang and Manchuria generally. What we do know for certain—and about which there can be no possible mistake,—is that both Russia and Japan are exercising themselves to collect all available supplies while as yet there is no political obstacle in the way, and that the trade in coal, provisions, live stock, and, generally, munitions of war of all sorts is brisk to a degree. Practically Russia has obtained control of telegraphic communications between Manchuria and the remainder of China, and little, unless what suits her, seems to escape. The other Powers, if they know anything, are equally reticent, so that except from scattered hints we are unable to form any accurate idea of what is really being done. As for our own Government, judging from the past, it is doubtful if they have commenced to understand the seriousness of the situation; yet the Russians, to judge from the preparations they are making, are, in spite of the pacific assurances given in St. Petersburg, apparently bent on some sudden coup—probably without the preliminary of a declaration of war, and with such a foe it is well to be forearmed. It is also well to remember that it is an old habit of that Power to seek by some treachery at the beginning to render helpless the foe against whom they intend to strike. Of such a character was the treacherous attack on the Turkish fleet in the harbour of Sinope which ushered in the Crimean war, and of a similar nature was the altogether uncalled-for massacre of the Chinese not three years ago at the town of Blagoveschensk. The Russian fleet, it is well to remember, has just reached its destination and nothing would be more consonant with Russian practice than that, without any previous notification of a state of war, and while the two nations were to all outward appearance at peace, an opportunity should be taken to cripple the Power they most fear. It is fortunate that the Japanese are in possession of an intelligence department second to none, and are probably nearly as well informed as the Russians themselves as to what is being done. The knowledge of this has apparently led them to unwonted caution, and it is not impossible connected with some such plot that the Russians are to outwit show devoting themselves to negotiations, and are making pretence of offering terms to China. It is not a practice with them to be scrupulous about making engagements, and it is far more likely that the pretended negotiations at Peking are only intended as blinds to bulldoze Japan and England till their commanders see the opportunity of taking some unexpected advantage. It may seem a work of supererogation to caution our Japanese friends, but even an astute nation like the Japanese may be taken unawares, and be led into serious danger thereby. Russia evidently calculates on England; according to old custom, being surprised; being desirous herself of putting off the evil day, and having herself no ambitious designs in the Far East, she is loth to believe that the other is seeking for the sake of mere greed to hurry on a contest, which once begun must involve the whole world. Russia, however, it is unfortunate, has never permitted any such sentiment to interfere with her lust of conquest

for conquest's sake, and her only scruple has been as to whether she possessed the necessary force at her disposal. It is noteworthy that Russia has been boasting about the lush, pretending to want a British loan, now that she has exhausted the gullibility of France. It is unlikely that she flatters herself that there is any probability of Great Britain again opening for her her purse-strings. Still, Russia seldom makes overtures of the kind without an object; and judging from what she is doing elsewhere, and the secret manner in which she is wont to lay her plans, we are fully justified in the conclusion that her approaches are simply meant to enjoin England into the belief that she has no ulterior schemes in her head. The paraded concessions of the Tsar have failed to arouse the sensibilities of the British public, but Russia for some reason of her own is unwontedly desirous of calming British susceptibilities. Is the object to enable her to strike a sudden blow at the only Power that boldly essays to check her dangerous career in the East? Time alone can supply the answer to the question.

PLAGUE PRECAUTIONS.

(Daily Press, 6th May.)

Are we to have the plague, like the poor, always with us? Every year, as it comes round, brings this dreaded visitant, which appears first in a sporadic then in epidemic form. Since its first outbreak in epidemic form no year has been free from the pest. Other places which have suffered from its ravages have since enjoyed some immunity; Hongkong and Canton seem destined to be annually afflicted with it. Even Pak-hoi, which was the first port in Kwangtung to suffer from plague, which is believed to have been introduced there from Yunnan, is clear of it this year. In this British Colony, where a Sanitary Board watches over the health of the place, and all the resources of medical science should be available, the plague is rampant every year, and all the efforts put forth to arrest its spread and mitigate its virulence alike seem hopeless and useless. The percentage of deaths to cases is apparently as high as ever, and the returns show that though so far the season has proved fairly healthy and reasonable, the number of cases is more or less steadily advancing. Why is this? Is it all in vain that we have netted and trapped the drains, used disinfectants lavishly, whitewashed and cleansed tenements periodically, closed number of insanitary dwelling-houses, and waged constant war against filth generally? It would indeed seem so. The returns for the forty-eight hours commencing at noon on Saturday and ending at noon on Monday showed that there were 44 cases, of which 18 were dumped?

Does the last figure throw any light upon the subject? We think it does. The practice followed by the Chinese of dumping the bodies of those who have died of plague in the streets is undoubtedly a most prolific cause of infection. The practice is resorted to for the double purpose of getting rid of a serious trouble in burying the deceased and of subjecting the house in which he died, and which had become infected, to proper disinfection by the Sanitary Authorities. The latter is, of course, the chief reason. The Chinese care little or nothing for the risks of infection compared to the inconvenience and trouble of having their homes and chattels disinfected. They seem to dread the visits of the Sanitary inspectors worse than the plague. Why is this? It is the result

partly, it is to be feared, of roughness and want of consideration on the part of the coolies employed in the disinfecting work, and partly to the dislike felt by Orientals to having their privacy invaded. Yet what is to be done? The disinfection of premises cannot be conducted without turning things awry and possibly causing some inconvenience and occasionally a certain amount of loss. It is, we are sure, the desire of the Sanitary Authorities to carry out this cleansing, deodorising, and purifying work with all possible expedition and with every regard for the rights of individuals and for the sanctity of property. But, as we have said, it is not possible to disinfect without giving some annoyance and trouble.

The question that remains, therefore, is whether the weal of the community or the prejudice of a section thereof is to be allowed to have priority. We unhesitatingly say that the greatest good of the greatest number is to be sought before pandering to race prejudice or class ignorance. It is the bounden duty of the Government to put a stop to the dumping of dead bodies in the streets or public places, and it will be criminally responsible if it fails to do so. It is idle to say that the task is beyond the powers possessed by the Government. To make such a plea would be to solemnly admit its own grievous and shameful incapacity. It is absolutely monstrous to suppose that any Administration possessing all the powers of a bureaucracy cannot, when it chooses, put an entire stop to this most selfish and reckless practice, by which the health and lives of the community are endangered and the trade of the port subjected to an annual loss amounting to an enormous sum. If the Police Force are really incapable of dealing with this grave offence against the law and sanitary regulations, then further assistance should be invoked, and if these measures also fail to put a stop to the dumping of the dead, then such bodies found ownerless and unidentified should be cremated. There are, we know, some serious objections to the cremation of these bodies. In the first place there is no crematorium in the Colony, and the process is expensive. But neither difficulty nor expense must be allowed to stand in the way of preventing this method of spreading the plague. Nor must sentimental considerations for the prejudices of the Chinese be suffered to intervene. It is not proposed to cremate any bodies but those dumped and unclaimed, and ample notice could be given of the intention of the Government to adopt this course, so that persons committing the offence would incur the responsibility with their eyes open, and no hardship would be inflicted. We trust there is not a single person to be found in Hongkong who would be prepared to place the prejudices of law breakers before the common good.

FAMINE IN KWANGSI.

(Daily Press, 4th May.)

We publish this morning the first detailed account which His Excellency the Governor has received from Mr. CLEMENTI upon the famine in the Province of Kwangsi. The Report fully confirms all the information which has previously been received as to the existence of the most acute suffering and distress in the province, owing to the failure of three successive harvests. If the shadow of a doubt existed as to the necessity for outside help it will be instantly dispipated by a perusal of Mr. CLEMENTI's report upon the conditions prevailing in the

districts which he has yet traversed. From the Governor of Kwongai Mr. CLEMENTI has obtained statistics which show that in this prefecture alone there are 150,000 persons in a state of absolute destitution. Of his visit to Tsam-chou, Mr. CLEMENTI writes: "The sights I have seen have appalled me, and I am not astonished that the Chinese should now call Tsam-chou 'a dead place.'" Again, writing of a walk through the neighbouring country, he says: "The destitution actually existing there now is terrible. The people have first sold their goods and chattels, then their farming implements: next the water buffaloes with which they ploughed their fields, then the tiles off the roofs of their houses, then their daughters, sons, and finally even their wives. The farmsteads are bare walls, empty of everything except a little dirty straw on which to lie."

No appeal in aid of the Relief Fund which has been started in this Colony can be more eloquent than the recital of the bare facts as they appear in Mr. CLEMENTI's report. Evidently, a very considerable sum of money will in the aggregate be required to allow of the barest necessities of life being doled out to the famishing population until the next rice harvest at the end of July. Hongkong will do its part to help those who are doing all they can to help themselves. Some thousands of people have quitted the famine-stricken districts to find a livelihood in other parts of Kwangsi or the neighbouring provinces, but Mr. CLEMENTI shows how heroically those who remain are battling with adversity in the hope that the next harvest will inaugurate another period of prosperity for them, though having regard to the straits to which they have been reduced, it must be recognised that it will require more than one good harvest to enable the people who have sold their goods and chattels, their farm implements and their buffaloes, to recover from the state of penury and want to which they have been reduced.

(Daily Press, 6th May.)

We publish to-day another letter which His Excellency the Governor has received from Mr. CLEMENTI. This communication shows in even a more striking manner than the last the terrible character of the distress prevailing over an enormous area of the province. The statements that women and children have been sold like cattle in order to insure that they shall be provided with food, are verified by Mr. CLEMENTI, who personally witnessed a public sale at Kweishen, and he adds the remark that the gentry estimate that some ten thousand children (boys and girls alike) have already been sold and that eight wives out of every ten in the district have also been sold. A further telegram, we understand, has been received reporting that acute distress prevails at Wengsun, near Nanning, where 66,000 people are starving. It is roughly estimated that at least 10,000 piculs of rice or maize will be needed between now and the end of July, if the distress is to be alleviated. What the Hongkong Committee will do towards supplying it, will, of course, be regulated by the amount of the subscriptions received. Up to the present the Committee have sent three shipments, each of 150 piculs of rice, and propose to continue regular shipments to the extent the Fund permits.

News has reached Japan of the death of Captain J. S. Thompson of the N.Y.K. *Kawachi Maru* shortly due here from London. Capt. Thompson died during the passage through the Red Sea.

PROPOSED INTERNATIONAL INSTITUTE.

(Daily Press, 5th May.)

The proposed International Institute as the embodiment of special work among the higher classes of China, is to be established in Shanghai instead of Peking. Dr. REID found that the leading officials in Peking were not disposed to espouse the scheme. They offered no opposition to his carrying out the scheme himself, and they cherished no resentment of foreign control, but they gave no opportunities for helping on the work among the official classes congregated in the capital. It appears that many of Dr. REID's ideas are incorporated in the plan of the Imperial University which is to be established in Peking, and with that the leading officials are content. It would be difficult they say, to unite the Institute with the University, and it would be difficult to carry the two schemes out independently. Hence, after much consideration, it has been decided to set up the Institute in Shanghai. Some branches of the Institute's work have been put to the test with very encouraging results. A class in History and Political Science has been held, public lectures on "Comparative Governments" have been delivered in the mandarin dialect, and other work is in course of preparation. Dr. REID, at a meeting held at Shanghai last week, explained the main significance of the proposed work to be: First, the foundation of the work is in the idea of a mission among the higher classes of China, seeking the influence of the influential officials, literati and others, for the good of all. Second, it is an institutional work, wherein certain ideas shall be embodied. Third, it is an international or cosmopolitan work, whereby the generous-minded of different countries and creeds seek the good of the people of China. The sum suggested as required altogether is Tls. 300,000 of which one-third is for building and the remaining two-thirds for endowment. A large and influential Advisory Council has been formed at Shanghai and the Committee is requested by public resolution to immediately inaugurate the Institute. Their first duty is to get the capital, of which only Tls. 20,000 appears to be in hand.

SOUTH AFRICA AND CHINESE LABOUR.

(Daily Press, 8th May.)

In the politics of the Rand the question of introducing Chinese labour into South Africa is still a very burning one and little disposition is shown to await the Report of the Commission which has been sent from South Africa to San Francisco and China to view and investigate the problem in all its bearings. Last month a mass meeting of upwards of 3,500 people at Johannesburg declared itself overwhelmingly opposed to the introduction of Asiatic labour, but the reports of the speeches made on the occasion contain little or nothing which can convince a dispassionate student of the problem that the outcry against the introduction of the Chinese coolie is well based, especially when all the arguments are considered in the light of the restrictions which the advocates of Chinese immigration propose in order to protect the country from a replication of the evils of a Chinatown such as exists at San Francisco and one or two other places. Chinatown in San Francisco is drawn by the opponents of Chinese labour in the Rand in most harrowing detail and set before the people

as an awful example of what might be expected in South Africa were the demand of the mine owners for Chinese labour once conceded. A lot of wild talk seems to have been indulged in about the Chinese eventually owning South Africa, and for some days before the meeting placards were paraded in the streets showing the Chinaman trampling on the Union Jack. All this, of course, is sheer hysteria, and not likely to convince anybody.

The crux of the whole question is the efficiency or otherwise of native labour. The advocates of Chinese labour declare that there is a most serious deficiency of native labour, while at the indignation meeting above referred to the mover of the resolution, who is described in the *Times* report "as a recent arrival from New Zealand," talked of a hundred million natives in Africa, mentioning Moors and Arabs as a possible source of supply. Against this we have to place the dictum of men like Sir GEORGE FARRAR, one of the largest employers of labour in the Rand. A liberal estimate, he says, gives a population of 6,000,000 natives South of the Zambesi of whom only 320,000 could be counted upon for work. The deficiency of native labour for the gold and coal mines on the Rand was 91,084; the labour required five years hence would be 300,000; and added to these were requirements of labour for railway construction, public works, etc., also for Rhodesia, amounting to about 90,000. Sir GEORGE FARRAR, the report adds, did not anticipate much success from efforts to recruit in other parts of Africa, and finally gave his opinion that Asiatics provided the only solution of the question, which he regarded as a vital national question. He stipulated that "if Asiatics unfortunately have to be brought into this country they can only be brought under Government control and only as unskilled labourers, and must be prohibited from trading and holding land and competing with the white man."

Every effort is apparently being made in in South Africa to obtain native labour, but the supply even at the present time falls far short of the demand. The Rhodesia Mining Co. is seeking permission to import 1,000 Chinese as an experiment, and it is also suggested that the Government itself might import 2,000 for work of construction on the new railway lines, under a scheme which proposes the repatriation of the men at the end of two years. It is urged that if this scheme should prove successful and no hitch occurs with the Chinese authorities, importation might be extended still further. Whatever else might be said of such a scheme, it must be admitted that it offers but little chance of reproducing in South Africa the "Chinatowns" of California. That being so the agitation against the import of Chinese labour loses its main prop. But in spite of all pressure, the Imperial authorities will not improbably remain sitting on the fence until the Report of the Commission before mentioned has been received and duly considered.

HONGKONG SANITARY BOARD.

A meeting of the Sanitary Board was held on the 7th inst. in the Board Room. Hon. Dr. J. M. Atkinson, Principal Civil Medical Officer (President), presided, and there were also present Mr. J. Mol. Messer, Acting Registrar-General; Colonel W. E. Webb, R.A.M.C.; Mr. Fung Wa Chun, Mr. Lau Chu Pak; Mr. H. B. Pollock, K.C.; Mr. A. Ramjahn, Mr. E. A. Hewett, Mr. G. A. Woodcock (Secretary) and Dr. W. W. Pearce (Acting Medical Officer of Health).

NEW MEMBER.

The Secretary laid on the table a formal letter from Hon. F. H. May, C.M.G., informing the Board that H.E. the Governor had been pleased to appoint Mr. E. A. Hewett a member of the Sanitary Board in place of Mr. E. Osborne resigned.

FLOORS OF OPIUM DIVANS.

Correspondence was laid on the table dealing with the question of concreting the upper floors of opium divans.

The PRESIDENT said that according to the first of the Bye-laws dealing with the question of opium divans the floors required to be laid with concrete. There was a number of these opium divans on other than ground floors—that was to say, on first and second floors. The matter had been referred to the Board to make a ruling in respect of this. Personally he thought that at present at any rate they should limit their operations to insisting upon these cement floors only in the opium divans that were on the ground floors. It would be a great hardship on the proprietors to have to concrete the first and second floors, because that would necessitate in some cases, he understood, the putting in of iron girders before they could lay cement on the upper floors.

Colonel WEBB seconded.

Mr. HEWETT presumed that as it had been considered necessary that this bye-law should apply to all opium divans generally, licenses for such places would be issued only for ground floors. It was very necessary that the terms of the Ordinance should be brought into force as soon as possible.

The PRESIDENT said that could be done as the divan keepers applied for new licenses.

The motion was agreed to.

PLAGUE-INFECTED HOUSES.

Correspondence was laid on the table relative to the removal of furniture, bedding, etc., from plague-infected houses.

In a letter to the Board the Colonial Secretary asked: Has the Board considered the question of prohibiting the removal of furniture, bedding, etc., in plague time without a permit? It would stop the removal of infected effects from plague-infected houses before the police or sanitary inspector arrive on the scene.

The Secretary wrote:—"This may be done under No. 2 of the Bye-laws for the Prevention or Mitigation of Epidemic, Endemic or Contagious Disease."

Mr. Pollock minuted:—"I don't think that the Bye-laws cover all the ground which is covered by the Colonial Secretary's minute."

Mr. Fung Wa Chun:—"General prohibition is inadvisable as it interferes with the freedom of the people. As far as infected houses are concerned the idea is good."

Captain Lyons:—"A copy of the Bye-laws in question might be attached."

The President:—"The Crown Solicitor states that this bye-law empowers the prevention of the removal of furniture, etc., to or from any premises in the districts defined by the Board."

The PRESIDENT said that according to No. 2 of the Bye-laws for the Prevention or Mitigation of Epidemic, Endemic, or Contagious Disease, it was evidently illegal for any person or persons to remove clothing or furniture from one house to another in any district that had been defined by the Board. The whole of the districts had practically been defined by the Board, and inferentially the police and sanitary inspectors had powers to stop the removal of clothing or furniture from one house to another.

Mr. POLLOCK:—"What do you take to be the meaning of the words 'during such time of this cleansing' at the beginning of clause No. 2—what does it refer to?"

The PRESIDENT:—"That refers to cleansing operations actually going on in an infected house, i.e., in a house in which a case of plague has occurred. There is a full stop after 'satisfaction' and the second paragraph applies to the removal from any premises within such defined district."

Mr. POLLOCK did not agree with this interpretation, and on the motion of the PRESIDENT, seconded by Mr. POLLOCK, this matter was referred to the Attorney-General for his opinion.

SANITARY SURVEYOR'S REPORT.

The Sanitary Surveyor's report for the first quarter of 1903 was laid on the table. It stated

that plans had been passed for the drainage of 54 houses, and 713 were carried forward. The drainage was completed of 79 houses, leaving 634 to carry forward. Notices for repairs of alterations of drains of houses to the number of 154 were in hand during the quarter; 74 were completed. Certificates had been granted for 137 new houses. Drains of 39 houses had been reported upon; 34 required amending. In addition to the above, 7,722 houses had been inspected by the drainage inspectors and 431 minor drainage nuisances were discovered. 91 nuisances were reported to the M. O. H. and 91 to the D. P. W. 792 choked drain traps on private property had been cleared.

CHINESE THEATRES AND PLAGUE.

The PRESIDENT moved that the Board recommend the closing of Chinese theatres during the prevalence of the present epidemic of bubonic plague. It must be evident to members of the Board, he said, that the congregation of large numbers of people at such times as the present was inadvisable. In 1901 the same course was pursued, and he thought it very desirable to take this precaution now.

Col. WEBB seconded, and said he quite concurred in the President's view.

Mr. FUNG WA CHUN opposed the motion for the simple reason that these theatres were the only places where the Chinese could have a little pleasure, and he thought it better that they should be encouraged to go out of doors in the evening rather than confine themselves, in ill-ventilated, badly-lighted houses. Besides, it was not fair for the Board to close the Chinese theatres and leave the English theatre open. The Board must be impartial.

Mr. HEWETT:—"In the event of these theatres being closed, sir, do I understand the order to extend to all places of entertainment, such as 'sing-song' houses? I suppose there must be such establishments here."

The PRESIDENT:—"No; merely the recognised Chinese theatres."

Mr. HEWETT:—"Mr. Fung Wa Chun has referred to it as the closing of the only places of entertainment open to the Chinese. Would any compensation be paid to these people if the theatres are closed by the Government?"

Mr. FUNG WA CHUN:—"In 1901 compensation was paid. However, that is not the question."

The PRESIDENT said it was highly necessary that these theatres should be disinfected and cleansed, and the closing of them by the Government would afford an excellent opportunity to do so. The theatres contained thousands of people when they were full—two or three thousand could get into the Ko Shing Theatre—and on public health grounds it was desirable that those large gatherings should not take place at present. With reference to the English theatre, he was not aware that any performances were going on there just now.

As an amendment, Mr. LAU CHU PAK moved that the theatres be closed for cleansing and disinfecting purposes once a fortnight, and not closed altogether.

Mr. FUNG WA CHUN seconded, but on a division the amendment was lost.

The PRESIDENT's motion for the closing of the theatres was carried by a majority.

LICENCES REFUSED.

Two applications for licences for the sale of pork were refused on the recommendation of the Colonial Veterinary Surgeon, and another for the sale of fruit was similarly dealt with after the President explaining that the Board wished to keep such goods within the markets if possible.

LIMEWASHING.

The limewashing return for the fortnight ended 28th April, showed that 2,554 houses in the Central District had been dealt with.

The PRESIDENT referred to this return as very satisfactory.

RAT RETURN—THE PEAK.

During the two weeks ended 27th ult. and 4th inst., the numbers of rats destroyed were 3,620 and 3,193, of which total 321 were found to be infected.

The PRESIDENT took that opportunity of drawing the attention of the public to the fact that a rat-catcher and a foreman had been appointed to the Peak District. The Sanitary Board would be very pleased to receive any application from residents of the Peak who had

rats on their premises. On receiving such applications the rat-catchers would be sent to the houses. This, he thought, was not generally known. It did not involve any expense to the person applying for the rat-catchers, as they would be sent and the rats examined at the expense of the Sanitary Board.

KITCHEN FLOORS.

A minute was submitted from the Acting M.O.H. stating that he should like to have some definite understanding as to what materials were approved by the Building Authority as suitable for building floors. Canton (red) tiles were not non-absorbent. See Sec. 140 of 1 of 1903.

The D.F.W. stated in reply:—"Cement concrete; cement rendering; asphalt; the tiles or paving bricks made by the Deep Water Bay Works. These are all the materials that are likely to arise in practice at present. If there is any other brought forward I shall be prepared to consider it."

The PRESIDENT said that Dr. Pearce asked for a ruling. It appeared that ordinary Canton tiles were not impervious. He believed he was right in saying that at present most of the kitchens were paved with these tiles. It would be something of an inconvenience to have to concrete them over or obtain impervious tiles. This, he thought was not an urgent necessity.

Mr. FUNG WA CHUN—All kitchens have been concreted.

Dr. PEARSE—No.

Mr. FUNG WA CHUN—I think so—unless the officers have not been doing their duty.

The PRESIDENT—Of course there are kitchens on the upper floors as well.

Mr. LAU CHU PAK—You cannot concrete the kitchens on the upper floors.

Mr. RUMJAHN—I think it is possible to lay a course of encaustic tiles on the top of Chinese red tiles. I have done so.

The PRESIDENT—There is no doubt it is possible. The question is whether it is feasible.

Mr. FUNG WA CHUN—I do not think it is feasible.

Dr. PEARSE made a statement with reference to the large extent to which these tiles were used for kitchen floors. These tiles had been found to be pervious to water, which was not satisfactory. He had weighed one once wet and dry and found that it absorbed about two and a half pints of water. There were however many kitchens in which these tiles had been laid down and which were in good condition, and he thought it would be a large order to compel the taking up of these floors at once. He had in the meanwhile, however, instructed the inspectors to insist on impervious floors in all kitchens which they found from time to time in need of repairs.

The PRESIDENT thought this matter might be left to the discretion of the Medical Officer of Health to effect improvements gradually.

Mr. HEWETT suggested that in new houses or where floors were being repaired non-absorbent material should be used.

The President's proposal was agreed to.

WATER ANALYSIS.

The report of Mr. Frank Browne on the analysis of the public water supplies showed that the water was of excellent quality during April.

FLUSHING OF DRAINS.

A further letter was laid on the table from Messrs. Jardine, Matheson & Co. suggesting that the drains in Caroline Street, Keswick Street, Irving Street, Yee Wo Street and Jardine's Bazaar should be flushed with sea water once daily as in 1902; the tank specially built by them last year for this purpose was still available and they were inclined to think that the sanitary condition of the Eastpoint District, which is low-lying, would be improved by the adoption of some means whereby the drains could be subjected, during dry weather, to periodical flushing.

The PRESIDENT said that in 1902 Messrs. Jardine, Matheson & Co. erected three tanks of 1,000 gallons capacity each and placed them in position. These tanks were filled by coolies employed by the C.S.P. and paid by the Sanitary Board. He moved that the Board grant this request and communicate with the C.S.P. to commence operations.

Mr. POLLOCK seconded and the motion was agreed to.

DUMPING RUBBISH IN THE PEAK DISTRICT.

The SECRETARY read a letter received from Mr. E. A. Hewett, complaining of the manner in which the Government contractor's coolies carried out the work of removing ashes from his house at the Peak. It was to the effect that during the last two or three weeks the boxes had not been cleared for several days at a time. The contractor, he believed, was required to have the boxes cleared every day. On the Sunday before last when inspecting his garden he found on the hillside a large heap of ashes which had been removed from his yard and thrown down beside some bushes where, it was presumably supposed, they would not be seen. Another day he found a heap of fresh rubbish evidently thrown down that morning. This was in the nullah draining into Pokfulam. He had on more than one occasion reported similar cases to Dr. Clark.

The PRESIDENT explained that he had instructed the Secretary to write to the contractor to ascertain what steps he was willing to take to remedy this.

The SECRETARY read the reply, in the course of which the contractor stated that the nuisances complained of by Mr. Hewett were no doubt his coolies' fault. Since he had taken over the contract he had always done his best to carry out its conditions and he daresay that with the exception of the Peak District he had done the work to the satisfaction of the Board. One reason for the complaints was that at present there was no accommodation for the coolies at the Peak, and as they had to walk up in the morning they could not do the work so properly as if they were living at the Peak. Another reason was that the Peak District unlike the others was so large and there were so many places such as gardens, valleys and hillsides where rubbish might be dumped that it was very difficult to supervise the coolies, who were the lowest class of workmen and could not be relied upon. The police while on duty night and day had not been able to catch any one dumping rubbish. He requested the Board to recommend the Government to grant a piece of land to erect a coolies' match shed upon and to provide dustbins for the deposit of the rubbish; he also suggested a system of checking the quantity of rubbish carried by the coolies before they emptied it.

Mr. HEWETT, referring to the letter as a whole [we have given only a part summarised] characterised it as a most impertinent one. Last Sunday he again made a very careful examination of the hill in the vicinity of his house, and he should say, from the amount of rubbish he found there that the whole of the house rubbish had been consistently dumped within a few yards from his backyard. After he complained about it the contractor sent up four men to clear away this rubbish from the hillside. The amount they collected was a very small percentage of the whole and what they did collect they simply carried about 20 yards away and then threw it down the face of the hill facing Pokfulam. Other complaints had been made about ashes being thrown down the hill. What he had described was a fair sample of how this man had been carrying out his contract. The probability was that by far the greater portion of the ashes and rubbish removed from houses was simply carried a few yards away from the houses and thrown among the bushes where nobody would notice it. If they could only arrive at the truth he thought they would find that none of the rubbish from the Peak was being carried down to the place where it was supposed to be tipped, somewhere about halfway to Aberdeen. He understood this was not the first complaint against the contractor, and he would propose that a letter should be written to him warning him that in the event of any other complaints being made they would recommend that he lose his contract and his security be estreated. This would involve the contractor, he understood, in a loss of some \$6,000 and it would serve him right. He had been receiving large sums of public money for work that he had not done. The manner in which the dirt and ashes had been thrown down the hill would, he thought, explain the hitherto unexplained cases of typhoid fever which had occurred at the Peak.

He could not but think that seeing the condition of the hill, the inspectors were either not doing their duty or were not able to do it. In any future contract a clause should be put in saying that if coolies were caught depositing rubbish where it should not be placed they would be imprisoned and the contractor fined.

The PRESIDENT said that at present the Board had not the power to fine the contractor's coolies. There had been many complaints about this contractor from the Hill District, but he did his work on the lower levels in a satisfactory way. The Hill District was somewhat inconvenient to scavenge and it appeared to him that the contractor had too few coolies. Under the contract he was compelled to have at least 4. It would be a good plan, he thought, if they gave him one more chance and that in accordance with the request of Mr. Hewett a letter be written and also that he should be asked to employ say seventy coolies. Unless the contractor did that the work could not be satisfactorily carried on. He seconded Mr. Hewett's proposal.

The motion was agreed to.

AN IMPURE WELL.

The PRESIDENT moved that a well at 112 and 114, Wellington Street, shown on analysis to be impure, be closed.

Mr. POLLOCK seconded, and the motion was agreed to.

This was all the public business.

HONGKONG GENERAL CHAMBER OF COMMERCE.

At a monthly meeting of the General Committee of the Hongkong General Chamber of Commerce held in the Chamber Room, City Hall, on Wednesday, 15th April, 1903, at 8.30 p.m. Present:—Mr. E. A. Hewett (Vice-Chairman) Hon. C. W. Dickson, Messrs. D. R. Law, C. Michelau, N. A. Sibbs, J. R. M. Smith, H. E. Tomkins, R. C. Wilcox, A. G. Wood, Hon. R. Shewan (ex officio) and A. R. Lowe, Secretary.

MINUTES.

The minutes of the last Meeting held on the 24th March were read and confirmed.

NEW MEMBERS OF COMMITTEE.

The VICE-CHAIRMAN said he felt sure that in welcoming Messrs. D. R. Law and A. G. Wood who had accepted seats on the Committee since the last meeting, he was voicing the wishes of the rest of the Committee.

NEW MEMBERS.

The SECRETARY reported that since the last meeting Mr. Ferd Bornemann had been elected to membership, subject to the usual confirmation at the next annual general meeting.

Mr. H. E. POLLOCK, K.C., was also elected to membership on the same terms.

COLLISIONS BETWEEN JUNKS AND STEAMERS. The following letter was read:—

Colonial Secretary's Office,
March 23rd, 1903.

Sir,—Adverting to Mr. Wilcox's letter of the 25th April, 1902, and the Acting Colonial Secretary's reply No. 995 of 7th May last, I am directed to refer you to Ordinance No. 39 of 1902, the provisions of which it is hoped will tend to prevent collisions between Junks and Steamers, and to state that as at present advised this Government is not prepared to act on the suggestion contained in the last paragraph of your letter under reference.—I have, etc.,

F. H. May,
Colonial Secretary.

THE SECRETARY.

Hongkong General Chamber of Commerce.

The VICE-CHAIRMAN said that the new Ordinance brought in to meet representations from this Chamber practically placed junks and ships on the high seas on an equality before the court as regards lights in collision cases, and as far as that went it was a great improvement. It was pointed out in the discussion which followed that the Government declined to protect owners of steamers by making a reasonable time limit after the occurrence of an accident, subsequent to which it would not be possible to commence any action for damages, nor had they met the request of the Chamber

that the junk owner should furnish security for the defendant steamship owner's costs unless able to prove that he was a resident in the Colony and possessor of property within the jurisdiction of the Court.

The Committee decided to record its dissatisfaction with the decision of the Government, and it was agreed to ask the Government to reconsider the matter with a view to putting a stop to the numerous speculative actions for excessive collision damages against steamers brought by owners of old or worn-out junks in the hope that the steamship owner might be induced to make some offer to settle the case before going to trial.

QUARANTINE DECLARED AGAINST HONGKONG BY BURMA.

A letter was read dated 26th March from the Colonial Secretary informing the Chamber that a telegram had been received from the Government of Burma stating that Hongkong had been declared to be infected.

NEW RULES AND REGULATIONS.

The VICE-CHAIRMAN said that the question of revising the present rules and bye-laws had been before the Committee for some time and the late Chairman, Mr. C. S. Sharp, had given much time to the matter. The present rules, some of which are out of date, had been in force since 1874, and the new regulations now laid on the table were the result of the work of the Sub-Committee formed at the last monthly meeting. Rules had also been drawn up for regulating the procedure at General Meetings called for the purpose of electing a representative of the Chamber in the Legislative Council. After some discussion the new Rules and Regulations, subject to a few minor alterations, which were agreed to, were ordered to be printed and circulated to all the Members at least 10 days prior to the annual meeting to allow the Members at that meeting the opportunity of adopting them as provided by Rule 18.

SCALE OF COMMISSION AND BROKERAGE.

The VICE-CHAIRMAN said the revision of the scale which had been in force since 1872 had been engaging the attention of the Committee during the past month.

Certain alterations were made and the revised scale ordered to be printed and circulated for the information of the Members in order that it may be confirmed at the forthcoming general meeting.

BROKERAGE ON STOCKS AND SHARE.

A letter was read from a member of the Chamber requesting the Committee to agitate against the manner in which the sharebrokers of the Colony charge both the buyer and the seller of shares with brokerage. In the discussion following, the legality of the double charge was questioned and it was pointed out that a broker cannot act for both parties impartially.

The following resolution was unanimously passed:—

"That the Committee of this Chamber deprecates the custom of stock and share brokers taking commission from both the buyer and seller of shares and that the Stockbrokers' Association of Hongkong be asked to arrange for brokerage to be charged to the seller only."

It was further agreed that a letter to the above effect be sent to the Secretary of the Stockbrokers' Association.

DATE OF ANNUAL MEETING.

The VICE-CHAIRMAN stated that through the delay in printing the great mass of matter required for the annual report and the recent holidays it would not be possible to hold the annual meeting until next month and that another Committee Meeting would be called shortly to consider the report and the Chairman's speech, which he would draw up for approval if so desired.

This was agreed to *nem. con.*
The meeting then terminated.

Mr. William Stanton, formerly chief inspector of the Hongkong Detective force, read an interesting paper at the Liskeard (Cornwall) Literary Institution last month on the Taiping rebellion. The lecture, which was illustrated by means of forty lantern views, gave a very vivid and complete account of the rebellion, and at the close a vote of thanks was awarded to Mr. Stanton.

SUPREME COURT.

Friday, 1st May.

IN ORIGINAL JURISDICTION.

BEFORE HIS HONOUR SIR HENRY S. BERKELEY (ACTING CHIEF JUSTICE).

THE "ZAFIRO" MYSTERY.

The hearing was resumed of the case in which the Man Loong sue the China and Manila Steamship Company for damages in connection with the alleged theft of \$ 0,000 gold from the defendants' steamship *Zafiro* in September last.

Mr. E. H. Sharp, K.C., and Mr. M. W. Slade, barristers-at-law (instructed by Mr. F. Paget Hett of Messrs. Mounsey and Brutton, solicitors), are for the plaintiffs and Mr. H. E. Pollock, K.C., and Mr. T. Morgan Phillips, barristers-at-law (instructed by Mr. J. Hastings of Messrs. Deacon & Hastings, solicitors), for the defendants.

The special jury is as follows:—Messrs. J. W. Bolles, A. S. Hooper, J. Leiria, A. Turner, G. Mayer, F. H. A. Fuchs and F. D. Goddard. Foreman, Mr. Hooper.

Mr. Slade stated that Mr. Sharp was unable to be in attendance owing to an attack of fever.

Chan Chick Wan the proprietor of the Man Loong firm, was again put into the witness-box and his examination-in-chief was resumed by Mr. Slade. The amount of goods sent from Hongkong to the Manila firm from March of last year till the end of the year was about \$250,000, and this year \$100,000. These transactions appeared in the books. The goods were shipped through three different firms, mostly Shewan, Tomes & Co. Last year the amount of goods shipped to his Formosa branch was \$150,000 and this year \$80,000 or \$90,000. In July last year he commenced a correspondence with his Manila branch with reference to U.S. Government contracts. Regarding these Government contracts he received information about them only from the Manila firm. Somebody came back from Manila also with information concerning the matter. In consequence of this correspondence he determined to go into business and decided to send money to Manila. He sent \$50,000 U.S. currency on 12th September last. It was put into a box and the box was taken on board the *Zafiro*. Before the money was put into the box he counted it. It amounted to \$19,500 in U.S. banknotes and 500 U.S. silver dollars. His manager assisted him in counting the money. The silver dollars were packed in 20 rolls. These dollars were in rolls when he brought them out and he did not count them again. The box was fastened up with nails. There was some writing put on with a stencil and then four seals were put on and impressions made upon them with a seal. He had the seal. (Seal produced and identified.) He went on board when the box was shipped. His manager went with him and carried the box. The manager did not go on board the steamer. The sampan man carried the box from the sampan on to the steamer. Witness went on board also. He saw two officers there and handed the shipping order to one of them. This was the order he had filled up himself. When he handed over the order the officer looked at it and then went into a room and came out with a key. Then he went down below. Witness and the boatman went with him. The officer opened the money room with the key. After opening the room the officer examined the seals of the box and used the expression, "All right." The box was put into the room and the officer locked the door. They then went on the upper deck and into the saloon where the officer signed the shipping order and gave it to witness. Witness went ashore and went back to the shop and sent the shipping order to Shewan, Tomes & Co. by his foki to get the bill of lading in exchange. The foki brought back the bill of lading. The freight was paid on the same day. It was paid after he got the bill of lading.

The bill of lading having been produced, Mr. Slade stated that it was stamped "Shewan, Tomes & Co." with the words "per G. Moffatt" written below.

His Lordship said that if an action was brought against a captain on a bill of lading and the captain had signed the bill of lading it was conclusive and he could not dispute it except in the case of fraud. On the other hand if an action was brought against a shipowner on a bill of lading signed by the master it was not conclusive against them and although it was *prima facie* a receipt they were entitled to show if possible that they did not receive it. He took it that the signature by Moffatt on behalf of the owners would be covered by the same principle that covered the case of the signature by the captain.

Mr. Slade said he thought otherwise but was of opinion that that point did not arise in the case.

Examination continued—Hearings a special freight on the value of the box two days before the shipment. He paid the rate and also insured the box with the Po On for \$150,000, in respect of which he paid \$240, and \$145 for freight. He insured all his goods sent to Manila. Some days after the 12th he received a telegram stating that the box had been lost. He went to Shewan & Tomes' office on the 16th, saw the comprador, Fung Wa Chun, and enquired how the box was lost. He saw Fung Wa Chun again in his own shop the next day. Fung Wa Chun came, with an Englishman, who, Fung Wa Chun said, was the shipping clerk of his hong.

Mr. Slade—Did you know the Englishman?

Witness (pointing to Mr. J. Hastings)—Yes; that is he. (Laughter.) He knew the man to be Mr. John Hastings as he had been to his office before. Fung Wa Chun asked him all about the money. The conversation was carried on both in Chinese and English. When they questioned him about the money he made some false replies and some true. He made the false statements because the solicitor was present and he was afraid the solicitor might try to fish some things out of him, and he did not know what the solicitor was going to do. Fung Wa Chun said when he came into his shop that he came down to enquire "about that matter." The statements witness made that were not true included the statement that the seal was lost. He said so because the solicitor was present. He did not know what their object was. If he had said he had the seal Mr. Hastings might have asked for it, taken it away and perhaps manufactured a false box and put a seal on it.

Mr. Slade—Why did you think that?

Witness—Well he is 'cute; he is a lawyer. (Laughter.) He knew Mr. Hastings was not a shipping clerk but did not like to disclose the fact that he knew it. The seal was kept in a drawer under the scales. Since the loss he had kept it in the safe.

Mr. Slade—Have any of your books been stolen recently?

Witness—Yes.

Mr. Morgan Phillips—I hope there are no further suggestions against Mr. Hastings. (Laughter.)

Mr. Slade—No; I don't think so.

Examination resumed—The books stolen were account books. He discovered their loss only about two weeks ago. He recovered three. One of these was the testimonial book. His nephew brought it back to him. This nephew was called Chan Po; he had a brother who was a partner in the Fook Shing Loong in which Fung Wa Chun was a partner. This second nephew's name was Chan Kai. There might have been other inaccurate statements, which he did not remember having made to Fung Wa Chun and Mr. Hastings. They asked to look in the safe and looked at his books.

Cross-examined by Mr. Morgan Phillips—The book he showed Mr. Hastings and Fung Wa Chun was a new book with writing on the outside. It was a cash-book. There was one entry in it about this money. The two gentlemen did not ask him to show them his business books but simply to see the book containing the entry about the shipment of the box.

This book having been produced, the entry was read by the interpreter Mr. Li Hong Mi, who said that it was on the eleventh page from the end. The entry referred to \$50,000 in U.S. notes and silver having been despatched.

Cross-examination continued—There was no entry in any of his other books relating to these

American notes. He received them from time to time during the Spanish War and had them all at the termination of the war.

Can you produce balance-sheets of your business for 1898 and every year up to the present time?—I left the matter entirely to my Chinese clerk and I do not know whether he made up a balance-sheet each year.

Do not you make up a balance sheet every year?—No; there is no need as I am the sole owner.

His Lordship—Until he becomes bankrupt, I suppose, and then the Official Receiver has to make up a statement.

Cross-examination continued—The only way he knew the position of his business was by counting his cash at the end of each year. Chan Po was his partner but he left the matter entirely in witness's discretion. When witness said he was sole owner he meant that his partner left the whole matter to his own discretion. Chan Po owned about one-fourth of the business. Chan Po made no complaint about his method of conducting the firm. No one else had an interest in the business. Witness's brother, who was a partner before his death, owned one-fourth. He had no books to show the capital in the firm to-day. He had no money deposited in banks here. He had no deposits in September of last year when he sent this money to Manila. He never had kept a banking account. He did not remember the date when he last supplied U.S. men-of-war with goods above the value of \$50. He had no entries in his books; he did not make entries. It was one or two years ago so far as he remembered. He had given up the business of supplying U.S. men-of-war as he found it was not paying; that was about two years ago. When an American man-of-war came here now he made an offer for the supply of goods but if his prices were too high of course he did not get the contract. A man called L. Charles had now the supplying of the U.S. ships here.

By the Court—He had stopped supplying the American Navy when he sent this money to Manila.

Cross-examination continued—When he was paid for goods supplied to the U.S. Navy he was paid in U.S. banknotes. Some small payments were made in Mexican currency. It was the practice of the U.S. Navy up to the time he ceased to supply them to pay him in U.S. currency. Chan Po was his partner in all his business. There were no profits being divided, but whatever sum Chan Po asked for he got it. The largest sum he paid him was between \$2,000 and \$3,000 in one year; that was during the war. Since then he had paid Chan Po not so much; about \$1,000 a year. There was no entry made of money drawn by his partner. As to the profits he had made of recent years, he had to buy goods and send them away. Chan Po was a shareholder and could get what money he asked for. He had not had more than \$1,000 for the last four or five years, but he could have had more if he asked for it. His profits on his transactions to the extent of \$130,000 gold with the U.S. Navy were very considerable. There were no books showing what became of the profits. These profits were spent in buying goods.

By the Court—He could produce books showing money paid out for goods received.

Cross-examination resumed—He was not in debt now; he had plenty of money.

The Court adjourned from one till two o'clock.

Cross-examination continued—On the morning of 12th September he packed up this box; the packing was done on the first floor. He had kept notes in a safe on the first floor in the room where the packing was done. The manager was not there when he took the notes out of the safe; he asked the manager to come up and the latter counted the notes and packed them in the box. He asked the foki to get some newspapers to fill the box up. He could not say whether or not the foki saw the notes. When he got to the Zafiro the sampan man carried up the box. There was a covering over the sealing wax, and he told the sampan man to be careful of the seals. He did not carry the box by the cloth, but put one hand underneath and the other on the top. When they got down to the strong-room the box was put in but he did not look into the room. He saw one of the officers examining the seals. That was outside the door

of the room. After examining the box the officer did not say, "How did you get \$50,000 into a box that size?" There was one officer there. He simply said "All right" after examining the box.

Do you deny that the officer asked you how you managed to get \$50,000 into a box that size?—Yes. He handed the shipping order to the officer, and told him that it was a box of banknotes. The officer said "Are you going to present this to me?" and he replied, "Sign your name and then I will present it." (Laughter.) Only one officer went down to the strong-room with him. He did not enter in the shipping order the fact that the box contained \$500 in silver as well as notes because he had to pay the same rate of freight. When he packed \$19,500 U.S. notes into the box he had some notes left, of the value of over \$100. He had no silver dollars left in the safe. The U.S. notes he had left over he took back to his family house the following day and gave them to his wife; he did not know whether or no she had the notes still. He had not asked her about the notes. When he saw Mr. Hastings and Mr. Fung Wa Chun on 17th September he told Mr. Hastings that he had no American notes, but the statement was not correct.

Why did you tell him that lie?—Because they told lies first; they said Mr. Hastings was a shipping clerk and he knew he was a solicitor. He knew Mr. Hastings well. When Fung Wa Chun told him Mr. Hastings was a clerk he did not say anything but "kept it in his heart." Fung Wa Chun told him this in Chinese. He did not tell them that he knew Mr. Hastings, because they were not telling the truth. Mr. Hastings did not himself say he was a shipping clerk. Had Fung Wa Chun told him at first that Mr. Hastings was a lawyer, witness would have told them the truth. The money sent to Manila was required in connection with a contract which had been under negotiation to supply rice and clothing, and was in the nature of a security; as a fact, the contract was not given to witness's firm. The reason he did not wait to make sure he had got the contract before sending the money was that the money was necessary when tendering for the contract. Some of the notes were kept in an iron safe and some in his family house. In the safe was \$38,000 and in the family house \$12,000. He had the \$50,000 in his possession from the commencement of the Spanish-American war until it was sent to Manila; he began to gather the notes when the war started, and by July, 1901, he had more than \$50,000 gold in his possession. When the war terminated he had \$50,000 left, and \$12,000 was kept in his private house. On or about 11th September last he transferred this money to his place of business; there was no special insurance in respect of the money, although the shop and house were protected in the ordinary manner. His wife knew that the money was in the safe and so did Pan Chek San. The notes in the house were in his wife's charge, and she kept them in an iron box at the head of the bed in her cubicle. The numbers of the notes were not taken. "I am not so careful as all that," witness added. "I don't believe anybody would have taken the trouble to note the numbers, no matter how much time they had." The reason he did not put the money in the bank and get interest on it was because the price of gold was increasing every day and he kept it just as he might so much jewelry.

His Lordship—What is the bank-rate?

Mr. Morgan Phillips—I am told that some Chinese banks pay from 16 to 32 per cent.

Mr. Slade—My Lord, my friend, in making his enticing statement about interest, does not say the percentage of bankruptcies amongst these banks.

Mr. Morgan Phillips (to witness)—On 16th September Mr. Hastings and Mr. Fung Wa Chun came to your shop, and you made a statement to Mr. Hastings which was taken down in writing as you uttered it?

Witness—Yes.

Mr. Morgan Phillips—As you made that statement in English you will understand it if I read it out in English:—

"I am the manager of the Man Loong compradore's shop. Last Friday I shipped to Manila by the Zafiro 1,500 \$20 notes, United States currency, 1,500 \$10 notes, 900 \$5

notes, and \$500 gold in American silver money. This was in a box. It was sealed with sealing wax with a chop, 'T.S.T.' That chop is now lost. I took it on board the ship and lost it out of my pocket. It was in a pocket with some sealing wax. I took the box on board the ship myself. No one went with me. I gave it to a man who I think was the chief mate. He had a key and opened the safe. He examined the seals of the box, and found all right. I saw him lock it up in the safe, and then he gave me a receipt. I returned to the Koo Cheong office. I had all these notes and silver in my shop for six months. I supplied goods to the American Navy, and got these notes sometimes from the paymasters and sometimes from the United States officers. This was in changing for Hongkong silver. I had kept the money all the time—six months—in a safe on the first floor of my shop. I have not got any similar notes now—all gone. I cannot give the numbers of the notes; I did not get any numbers. I was sending this money to Manila to deposit with the Government. It was security money for a Government contract to supply provisions to the army in the Philippines. They wanted American money to secure. I produce credit and debit book for the Yam-yan year, containing an entry with regard to these notes. It is the only entry in the book. It is on the 11th leaf. I have no other entry in and other book with regard to this matter. I packed the box myself; no one helped me. I did this on the first floor. None of my fokis helped me. I did not wish them to know about it. Nobody knew I had these notes in my safe; none of my fokis knew. I never told anybody at all I had these notes in my safe. The parcel was addressed to the Kwong Loong, Manila. I am the master of that shop. Tam Shui Tin is in charge; he has no share, but he gets a bonus. I only started the Kwong Loong shop in the first moon this year. I have no entry in my books as to the time at which I received any of the notes. No man ever saw these notes except myself from the time I put them into the safe six months ago until I put them on board the steamer."

Mr. Morgan Phillips—That is the statement you made to Mr. Hastings and Mr. Fung Wa Chun?

Witness—Yes.

Mr. Morgan Phillips—It is false that you lost the chop?

Witness—Yes.

Mr. Morgan (reading)—"I took it on board the ship and lost it out of my pocket"—that is false?

Witness—Yes.

Mr. Morgan Phillips—"I took it on board the ship myself; no one went with me"—that is false?

Witness—Yes.

Mr. Morgan Phillips—"I gave it to a man who I think was the chief mate"—is that true?

Witness—Yes, that is true.

Mr. Morgan Phillips—"He had a key and opened the safe. He examined the seals of the box and found all right. I saw him lock it up in the safe. He then gave me a receipt, and I returned to the Koo Cheong office"—is that true?

Witness—That is true.

Mr. Morgan Phillips—"I have had these notes and silver in my possession for six months"—you had them there, as a matter of fact, for some years?

Witness—Yes.

Mr. Morgan Phillips—"I supplied goods to the American Navy, and got these notes sometimes from the paymasters and sometimes from the United States officers"—is that true?

Witness—Yes.

Mr. Morgan Phillips—"This was in changing for Hongkong silver. I have kept the money all the time in a safe on the first floor of my shop"—that is false?

Witness—Yes, false.

Mr. Morgan Phillips—"I cannot give the numbers of these notes."

Witness—That is true.

Mr. Morgan Phillips—You seem to have made one false statement, a true one, a false one, and so on. "I packed the box myself. No one helped me. None of my fokis helped me"—that is false?

Witness—Yes, false.

Mr. Morgan Phillips—Why did you make all these false statements?

Witness—Mr. Fung Wa Chun is a respectable man of high standing, and if he began to tell lies, why shouldn't I? (Laughter.)

Mr. Morgan Phillips—Because Mr. Fung Wa Chun is a respectable man and because you thought he was telling a lie, you thought it was necessary that you as a respectable man should tell a lie too? Is that the way you maintain your character for respectability?

Witness—As he was trying to deceive me, why should I not try to deceive him?

Mr. Morgan Phillips—Why did you not tell Mr. Fung Wa Chun the truth?

Witness—If he had come alone, without his solicitor, I would have told him the truth.

Mr. Morgan Phillips—When these gentlemen asked you, "Had you the notes in the box?" why did you not tell them, "My manager and my *soki* helped me to pack the box—they saw \$50,000 put into the box"?

Witness—He was accompanied by his solicitor. If he had come to my shop alone, without bringing Mr. Hastings, I would have told him the truth. But as Mr. Hastings was there, I had to tell a lie.

Mr. Morgan Phillips—Here was a matter of immense importance to you—a box lost containing not a very small fortune, why did you not say, "The notes were packed in the box—I can produce two witnesses who saw them packed there"? Why did you not say that?

Witness—I would have told Mr. Fung Wa Chun the truth if he had come by himself.

Mr. Morgan Phillips sat down, and Mr. Slade re-examined on the matter of the keeping of the firm's books, which the witness stated were kept by a Chinese clerk, as he himself could read and write only a little Chinese.

The Foreman of the Jury—What is your working capital—what do you buy your goods with?

Witness—I buy my goods mostly in cash.

The Foreman—What amount of capital do you own?

Witness—I own \$75,000.

The Foreman—And owning \$75,000, you kept \$50,000 gold locked up in your house that you did not apply in your business?

Witness—Yes.

The Foreman—Do you think it was prudent to leave \$38,000 gold in a safe in your place of business?

Witness—That is what I did.

The Foreman—Why, if you wanted to send the notes to Manila, did you not send them by post and register them, that being cheaper than freight by shipping?

Witness—Because you cannot effect an insurance that way.

The Foreman—Do you state positively it is not possible to insure notes in an insurance company when you remit them by post? Are you not aware that you can?

Witness—I was not aware of that. That is the first I have heard about it.

The Foreman—Have you in the course of your business ever received any crossed cheques?

Witness—Perhaps I have; I cannot remember.

The Foreman—How did you get them cashed if you had no banking account?

Witness—Sometimes when I bought goods I paid for them with these cheques.

The Foreman—You say you paid the freight on this box to Manila the same day you sent the box. Have you always been in the habit of doing that?

Witness—I always pay on the same day.

At the suggestion of Mr. Slade, the witness was asked by his Lordship what the nominal capital of the Man Loong business was. He replied that it was \$10,000, and that his share amounted to \$75,000.

This concluded his examination, and Chu Wai Cho, an assistant in the Po On Insurance Company, was placed in the box, and gave evidence regarding the Man Loong firm's dealings with his company.

The Chinese partner of the Man Loong firm, called in Manila, T. P. Jackson and in Chinese Poon Shik Sang, was the next witness called. Examined by Mr. Slade, he gave his evidence in English. He had lived, he said, about seven years in England, ten years in America, and

three years in Manila. He was a merchant in Manila in the Kwong Hing Loong, which was started about April, last year. The other partners in the firm were Chan Chick Wan and Tam Shui Tin. Witness had a quarter share, plaintiff a half share, and the other partner a quarter share. The firm had a soda-water factory in Manila before Chan Chick Wan joined it. That factory was still carried on. Their business now was general supply. Their solicitors there were Davis & Kohn, solicitors to the Chinese Consul in Manila. He had had something to do with Mr. Kohn in connection with certain U. S. government contracts. His firm proposed going in for these contracts. In this connection they had had letters from plaintiff. He mentioned that matter to Mr. Kohn, who he believed, was a director of the American Commercial Co. After he had spoken to Mr. Kohn he met Mr. Blume, the manager of the American Commercial Co. The firm offered for 3,000,000 lbs. of rice, for drawers and shirts and for bags for soldiers. The firm were intending to tender for other things besides. In these matters for tendering to the U. S. Government he was acting on Mr. Kohn's advice. Mr. Kohn introduced him to Mr. Blume in his office, and he saw the latter of an afterwards and talked over matters. For the purposes of tendering, he heard, American money was required; but he did not know actually whether it was American or Mexican money that was required. If you secured the contract you had to provide security. He wrote to his partner in Hongkong. He also had a good many conversations with reference to this subject with a man called Lai Kai, who subsequently left for Hongkong. In this matter he was acting on behalf of Chan Chick Wan and his other partner. He expected to get money from Chan Chick Wan. Chan Chick Wan had sent goods but no money from the beginning. This \$50,000 was the first money that Chan Chick Wan was sending. The goods sent from Hongkong to Manila from March to December last were of the value of \$200,000. He expected money from the plaintiff. A bill of lading was received by him for a box of money from the *Zafiro*, addressed to Tam Shui Tin, in a printed envelope. On the arrival of the bill of lading he sent a man to clear the goods, after making a delivery order. That was about the 15th September, in the afternoon. Tam Shui Tin handed the bill of lading to him. It was next morning that he sent a man to clear the goods from the Custom house and pay the duty. The delivery order, he thought, was given in the morning. The man whom he sent for the goods did not bring them. Thereupon he went to Shewan, Tomes & Co.'s offices with the man and made enquiries about the missing box and afterwards went back to his shop and wrote a telegram to Chan Chick Kwan. He also sent the police off to the *Zafiro*, but did not go off to the steamer himself.

This ended the examination-in-chief. It being now after half-past four o'clock, Mr. Morgan Phillips suggested that the Court should adjourn. He had one or two questions only to ask this witness, but he could put them next day (to-day).

His Lordship expressed his willingness to adjourn and asked the jury whether they were desirous of sitting again to-day?

Mr. Morgan Phillips, interposing, said the defence had two or three witnesses that they would have to call from the U. S. vessel *Monte-rey*, which, he understood, left on Monday; it was absolutely necessary to have these witnesses called, and of course they could not do so unless the Court sat to-day.

The Court accordingly adjourned.

Saturday, 2nd May.

The Foreman of the Jury—Your Lordship, before the case commences I desire to call your attention to a letter which appeared in the *Hongkong Telegraph* last night, questioning whether any of the jury hold shares in the defendant Company.

His Lordship—I have not seen that.

The Foreman—I think that after the observations your Lordship made to the gentlemen who were chosen, before the jury was empanelled, it is only right to say that my col-

leagues and myself desire to say that no one of us is in any way interested in the Company.

His Lordship—I have not seen that letter; I should like to see it.

Mr. Pollock—I will hand it up to your Lordship.

His Lordship—If you please.

Mr. Pollock handed up a copy of the *Telegraph* to his Lordship, who read the letter. After having done so,

His Lordship (addressing Mr. Pollock)—You had better bring this matter before me on affidavit and file it on a motion and get the publisher to come before the Court to answer for this letter.

Mr. Pollock—Action will have to be taken, I presume?

His Lordship—Yes.

Addressing the jury.

His Lordship said—the jury very properly resent the innuendo.

Mr. Pollock—Very naturally.

His Lordship—None of you gentlemen are shareholders of this Company?

Mr. Fuchs—Mr. Siebs, my partner, is a shareholder.

His Lordship—You are not interested pecuniarily?

Mr. Fuchs—No.

Mr. Pollock—You mean, Mr. Fuchs, that this is a private matter and is not in the partnership?

Mr. Fuchs—He holds a share as a partner of the firm.

His Lordship—As a partner?

Mr. Fuchs—Yes, I personally am not a shareholder. Mr. Siebs as a partner of the firm is a shareholder.

His Lordship—What do you mean by that? Do you mean that he is a private shareholder?

Mr. Fuchs—No. I mean he is a shareholder as a partner in *Siemssen & Co.*

His Lordship—Then you have an interest?

Mr. Fuchs—I am interested in the Company in so far as our firm is a shareholder. I am not personally a shareholder.

His Lordship—But as a member of the firm you have a pecuniary interest in the Company?

Mr. Fuchs—Yes.

His Lordship—Well, it is to be regretted in these circumstances that you took it upon yourself to take your seat as a jury man.

Mr. Fuchs—I did not think I would not be allowed to sit. I am not a shareholder. My name is not on the list.

His Lordship (to Mr. Slade)—Do you consent to allow this gentleman to sit?

Mr. Slade—Certainly.

His Lordship—I personally should prefer—at the same time having every confidence in your (Mr. Fuchs) personal integrity—that you should not continue to sit in this case because of your interest in the defendant Company. You understand?

Mr. Fuchs—I quite understand.

His Lordship—I believe that, having an interest in the Company as a member of a shareholding firm, you would judge the evidence according to your oath, but it is an absolute principle in this Court that no man shall judge his own cause, as it were; and this case is one in which all the shareholders as it were have a very great interest indeed—some £10,000. If counsel like, Mr. Fuchs will retire from the jury. There is not in any way any implication upon Mr. Fuchs.

Mr. Fuchs rose from the jury box and left the Court.

His Lordship—In the circumstances I will take no notice of the letter in the *Telegraph*. It would have been better if Mr. Fuchs had indicated his position, but in the circumstances I will not take any notice. Mr. Foreman, I take it that none of your fellow-jurymen are in any way, directly or indirectly, interested in this Company?

The Foreman—No, my Lord. They all assure me they are not.

His Lordship (to the counsel)—Gentlemen, by consent this case may proceed with a juryman withdrawn. The proper number by law is seven, but you consent? I make a note that you consent, Mr. Slade; and you, Mr. Phillips?

Mr. Slade—I consent.

Mr. Morgan Phillips—If your Lordship please.

Mr. Slade—I am sure I should have been perfectly willing to allow Mr. Fuchs to remain.

Tsang Shek Sang again went into the witness-

box. His English name he said was T. P. Jackson.

His Lordship—What does "T. P." stand for? Witness—Thomas Peter. (Laughter.)

Cross-examined by Mr. Morgan Phillips—He had known plaintiff over 20 years. He had lived himself a short time in Hongkong. He was not a relative of the plaintiff. He had no business relations with plaintiff before March, 1902. He was quite sure that he made a tender to be sent it in the U.S. Government for rice, through Mr. Blume. Mr. Blume told him afterwards that he did not send it in because the price quoted was too high.

In relation to the question which brought out the last statement his Lordship said the witness had fenced with it and advised the witness to listen to the questions and answer, as they said in America, "right away."

Cross-examination continued—He also made a bid for an underwear contract for the U.S. Government. Mr. Blume told him that a deposit was necessary if he got the contract. He had not to put up any security when he sent in the bid.

Re-examined by Mr. Slade—The U.S. Government asked for tenders for 3,000,000lbs of rice. He did not tender in his own name because he thought he had more chance if he bid through the American firm.

His Lordship—T. P. Jackson is a good name. isn't it?

Mr. Slade—But the bid was made for the Kwong Loong firm.

Examination continued—The arrangement made with the American Commercial Co. in reference to this tender was that they should halve the net profits. He was to supply the capital. Mr. Blume told him that he had not got the contract after the tenders had been opened. Mr. Blume informed him at the same time that he had not sent in his bid; he had sent in the bid of another Chinaman who offered.

By the Court—He did not know what day the tenders for this rice were opened. It was some time in August. The deliveries of this rice were to be made, he thought as far as he could remember, some time in August.

By the Foreman of the Jury—When he applied for delivery of the box at Manila he was informed that the box was lost, not that the contents were lost. Mr. Blume told him that his tender had not been accepted one or two days after the tenders were opened.

The Foreman—Your tender not having been sent in and therefore not accepted, why was it necessary to get this money from Hongkong?

Witness—Because I had made an offer for a contract, and the money had to be put in deposit.

The Foreman—But you had been informed that you could not get it.

Witness—I must have the money when I make the tenders.

His Lordship—What he means is that he intended to have the \$50,000 at hand in case of future contracts.

Witness—I know the government must have deposit; therefore I must have the money to put for security.

His Lordship—But you had been told you had not got the contract.

Witness—But there were others.

His Lordship—At the same time several other contracts were in the wind?

Witness—Yes.

The Foreman—What did you do with the \$200,000 worth of cargo sent to Manila from the Man Loong previously to this?

Witness—The goods were sent to the stores for sale.

The Foreman—What did you do with the proceeds of that sale?

Witness—We forwarded some to Hongkong to pay in some part for the goods.

The Foreman—How did you send that money?

Witness—Through some of the Chinese banks or stores.

The Foreman—What banks?

Witness—mentioned two Chinese banks. In reply to further questions, he said he was not aware what amount of profit was made out of the \$200,000 worth of goods. It was about 10 per cent.

Mr. Slade said that as there was an obvious inference to be drawn from these questions he would like to ask whether the firm obtained goods by that money from anywhere else than

from Hongkong?

Witness—Yes; from Yokohama, Nagasaki and Kobe.

Mr. Slade—You did that business direct?

Witness—Yes.

Mr. Slade—And sent the money up?

Witness—Yes.

Julius Cohn, the next witness, said he was cashier of the American Commercial Co. He was a brother of Charles Cohn, the attorney, and a director of that Company. He knew the previous witness by the name of Jackson. He had seen him often. His company did a large business as provision dealers. They contracted with the U.S. Government both for themselves and other people. He had seen Jackson at the office of the Company. Jackson was there in connection with bids for government contracts. He saw the manager showing Jackson a sample of a blue flannel shirt such as was used in the constabulary. That was in July or August last year. He heard Jackson asking the manager if he could get the goods at the price of the last bid for these contracts. The Company was a limited company registered in Hongkong. The capital was \$750,000 Mex. He did not know whether it was fully paid up.

Cross-examined by Mr. Morgan Phillips—He knew that Mr. Blume, the manager of his firm, had given evidence in Manila in this case. He was not aware that Mr. Blume had said then: "We have never been fortunate to get a contract which has been on offer by my clients." He thought he could explain that, however. The business with Mr. Jackson did not materialise, did not go far enough for him to know the exact conditions. The firm had received bids from other clients and had got a contract for them. He did not know the conditions existing at the time Mr. Blume gave that evidence. He was not aware whether or no the U.S. Government required security from contractors.

Re-examined—The firm had got big contracts for coal to the U.S. army in the Philippines, partly their own and partly for other people. He did not know what security was required in connection with U.S. government contracts.

Mr. Slade said that this was all his oral evidence. He went on and read the evidence taken on commission in Manila.

Referring to the evidence of Mr. Blume, which was among that read,

His Lordship said it amounted to this, that he as manager of the Commercial Company had dealings with Jackson, the partner of the plaintiff; that Jackson wanted him to tender for rice but he did not tender for it because Jackson's prices were too high, that he did tender for Jackson for a constabulary contract of \$12,000, but did not get the contract. If they boiled down Mr. Blume's evidence it amounted to this, that he might have had to call upon Jackson to secure \$12,000 in August last if Jackson had got the contract, and that the U.S. government were asking for other tenders which Jackson desired to go into.

This concluded the case for the plaintiff, and Mr. Morgan Phillips, who desired, before opening on behalf of the defendants, to call three witnesses from the Monterey, but whose application for permission to do so was refused by his Lordship on the ground of irregularity, addressed the jury, whose great commercial experience, he said, was a source of gratification to his clients as it must also be to his Lordship, for it would enable them to bring a thorough knowledge of general affairs to bear on the case. It was impossible for him to call direct evidence to show that when this box was taken on board the *Zafiro* it did not actually contain \$50,000 gold, and it was equally impossible for him to call direct evidence to show whose hands took that box from the strong-room of the *Zafiro*. If such evidence had been forthcoming, if such information had been forthcoming, then the case would not be before the Court, at all events in its present fashion. Reviewing the facts, Mr. Morgan Phillips said that on the morning of 12th September last the plaintiff went to the *Zafiro* with a box. He was accompanied by another person, probably the sampan man, and on the *Zafiro* they saw the chief officer. The plaintiff told the chief officer that he had a box of specie—American money—for shipment to Manila. Accompanied by the second officer, the chief officer went down with the plaintiff and the other man to the strong-room, of which

there were two on board the *Zafiro*. (Counsel here produced a plan, which he exhibited to the jury, showing the position of the two strong-rooms.) The plaintiff saw the chief officer on the saloon deck, and from the saloon deck they went down a ladder leading to the two strong-rooms. One man, supposed to be the sampan man, was carrying the box, and three witnesses—the chief officer, the second officer, and the chief engineer, who was on the saloon deck when the men came aboard with the box—would tell the jury that this man carried the box, which was wrapped round with a cloth, quite easily upon one arm. Those witnesses would say that they were afterwards struck by the fact that the box seemed to be quite light, and not one likely to hold such a sum of money as \$50,000 gold. At the strong-room the door was opened, and the box deposited on some cases of silk lying on the floor. The cloth was taken off and the second officer examined the seals. In doing so he turned the box over on the cases of silk, and said to the plaintiff, who was standing near the door, "How did you manage to get \$1,000 gold into a box this size?" The plaintiff replied, "Oh, it is all in notes." The weight of the box the second officer judged to be between 10lbs. and 14lbs.—quite a light box, and nothing like the weight of the box in Court, which was 53lbs. This would be shown in evidence to be the weight of a box containing \$49,500 in United States notes and \$500 in American silver. That, Mr. Morgan Phillips emphasised, was a matter of very considerable importance. There was another point to which he desired to direct the attention of the jury. The mate's receipt, which was made out by the plaintiff before he went to the ship, stated the contents of the box to be United States banknotes amounting to \$50,000; there was no mention whatever of silver dollars. The insurance policy, too, only mentioned notes. To go back to the strong room, the door was locked by the second officer and the key given to the chief officer, whose duty it was to keep the keys of the strong-room. The receipt for the box was given by the chief officer, and the plaintiff and the other man went away. At four o'clock that afternoon the mail came. It was a very small mail—one bag, only half-full. The second officer obtained the key of the strong-room from the chief officer, unlocked the door, threw the mail bag on the cases of silk, locked the door, and went on deck. When he got there the chief officer told him that a lot of parcels had arrived, and with the assistance of two or three sailors he took the parcels down to the strong-room, where they were deposited, the second officer meanwhile standing near the door. The door was again locked and the key returned to the chief officer, who kept both keys in a drawer in his cabin; the key of that drawer, except when he retired for the night, was constantly on his person. On the 15th the *Zafiro* arrived at Manila, and soon after she arrived the mail was taken off, the second officer superintending the operation. The next day the witness T. P. Jackson sent to the *Zafiro* for the box of treasure, and when the second officer went down below to get the box he found it was missing. A search was immediately made, but there was no doubt that the box was gone. That box had never been seen since, not, at all events, by the defendants, or anyone they had heard of. The case for the defence was simply that this was a deliberate fraud on the part of the plaintiff—a concerted plot. He might have had a confederate on board the steamer who, either during the voyage from Hongkong to Manila, or while the ship was lying in Manila harbour, entered the strong-room by some means and took the box out. To suggest a way in which it could be done, the keys of the strong-room might have been obtained by one of the seamen whilst the chief officer was asleep. There was another way, however, and an even more likely one. The *Zafiro* was in dock some five or six weeks before she left Hongkong on this voyage, and during that time a mould might have been taken of the key of the strong-room and a false key made which was afterwards used. There were suggestions as to the method probably adopted; that the box was taken away there was not the slightest question. In opening the case, Mr. Sharp had generously said he attached no suspicion whatever to either the chief or the second officer of the *Zafiro*; they

enjoyed their employers' full confidence, and were still in the service of the company. Mr. Sharp had also said that it was not actually necessary for him to put the plaintiff in the box—that the onus of proof was on the defence. Nevertheless, he would put the plaintiff in the box, and did so. Mr. Morgan Phillips warned the jury not to be misled by Mr. Sharp's benign exterior, for beneath it lay the astuteness of the able lawyer. The plaintiff was put in the box because he could not be kept out of it. Mr. Sharp and Mr. Slade had gone thoroughly into the law of the matter before they came to Court, and they knew the law was against them, that they had to put the plaintiff in the box. How he stood the cross-examination he had been subjected to the jury had seen for themselves.

Mr. Slade—He enjoyed it.

Mr. Morgan Phillips—My learned friend Mr. Slade says he enjoyed it, but I don't think he did.

His Lordship—It was a very able and skilful cross-examination.

Mr. Slade—And all the more enjoyable for that, my Lord.

Criticising the business methods of the plaintiff, Mr. Morgan Phillips said that since 1901 plaintiff had ceased to carry on the business which was apparently his chief one, that of supplying the U.S. ships. The reason why plaintiff would not produce balance sheets to show the position of his business was that since the time he had stopped supplying the U.S. navy this business had declined so much that he dare not produce balance sheets to show what profits he had been making. Then he said he had held the notes since 1898. Did the jury think it likely that this man who had been engaged for years in a large business would have allowed this large sum to lie on his hands without endeavouring to turn it to account? The interest itself would have been a very fair profit. Was it credible? These notes were not even insured against fire. The plaintiff's whole story as to how the notes came into his hands was a false story, a lying story. The story about Fung Wa Chun telling him that Mr. Hastings was a shipping clerk was an utter falsehood. He would call evidence, too, to show that it was the regular custom for U.S. ships to pay compradores for supplies altogether in Mexican currency. The crews also were paid in Mexican currency while on this station. At the time of the Spanish-American war there might have been U.S. notes floating about, but he questioned whether the plaintiff could have got this large amount of notes into his possession even during the war. At that time, too, he would show that U.S. navy payments were made in the way he had mentioned. Then there was no security required by the United Government for carrying out the rice contract which had been referred to, though there was a security required on the contract for clothing for the constabulary after the contract had been settled. This contract was only for \$12,000. The whole ground had been taken from under the feet of the plaintiff by the result of the commission in Manila with regard to the plaintiff's statement that security was required by him in respect of Government contracts there. It had been shown conclusively that no deposit was in September required from the plaintiff or his representatives in Manila. At that time no contract was advertised for by the U.S. Government which required any deposit of \$50,000 gold or anything approaching it. Mr. Morgan Phillips went on to argue that the onus of proof in this case was upon the plaintiff. He had to satisfy the jury beyond any reasonable doubt that when the box was taken on board the *Zafiro* on the 12th September it contained \$50,000. In support of his argument he quoted the case of *Lebeau v. General Steam Navigation Co.*, 8 Law Reporter, Common Pleas, p. 96. The Foreman of the Jury asked his Lordship to give them a ruling upon the point whether the onus of proof was upon the plaintiff or the defendants.

His Lordship asked Mr. Slade if he opposed the proposition of Mr. Phillips.

Mr. Slade—Most plainly. He argued that the other side had to prove fraud against the plaintiff and to prove his case against the bill of lading which they sought to impeach, quoting in support of his contention the case of

Maclean and Fleming, 2 House of Lords (Scotch).

After hearing Mr. Pollock also on the point of law,

His Lordship said that when the time came he would tell the jury that before they could give damages to the plaintiff they must be satisfied upon the evidence given by him that the box did contain the sum he said. The onus—the weight and responsibility was upon the plaintiff, who alleged that \$50,000 were in the box, to satisfy the jury that when the box was shipped it contained that sum.

Mr. Slade asked his Lordship if he had considered the charge of fraud.

His Lordship—I do not think I come to that.

Mr. Slade—I think you do, my Lord.

His Lordship remarked that he thought the case could be decided without any determination on the issue of fraud. Plaintiff specifically alleged that he delivered to the defendants to carry to Manila a box containing \$50,000, a box which he himself had put \$50,000 into. Defendants admitted receiving the box but denied that it contained that sum of money.

Mr. Slade—What is that but a charge of fraud?

His Lordship—Then every specific allegation would be a charge of fraud.

Mr. Slade—It is an indictable crime to say that the box contained \$50,000 if it did not contain it.

His Lordship—What indictment could be made against him.

Mr. Slade—Obtaining money by false pretences.

His Lordship—Shipping money under false pretences.

Mr. Slade—It is indictable to attempt to make money under false pretences.

His Lordship said he thought Mr. Slade and himself were really at issue. Mr. Slade would not dispute that before the jury could possibly find a verdict for the plaintiff they must be satisfied that the money was in the box.

Mr. Slade said he would rather put it the other way. The jury could not find a verdict for the defendants unless they were satisfied that the plaintiff did not put \$50,000 in the box.

His Lordship said he would if the case continued lay it down to the jury that the defendant company were liable as carriers to pay damages for non-delivery of the goods, and the assessment of the damages must be regulated by whatever the jury believed was really in the box; the man who alleged that there was \$50,000 in the box must prove at his risk to the jury that there really was \$50,000 in it at the time of shipping; if he did not do so the jury should not regard the box as having contained that money.

Mr. Slade said he hoped to be able to enter more fully into this matter before the case was concluded.

His Lordship said he would be glad to hear his arguments before he summed up.

F. G. Pyne, assistant paymaster on the U.S.S. *Monterey*, said the payments to officers and men on this station were made in local currency at present except in exceptional cases. They obtained local currency by drawing upon the Secretary of the U.S. Navy and sold the bills here to one of the banks. This practice was laid down by the regulations. Payments to compradores were made in Mexican currency. That was the regulation followed by the U.S. ships on this station. They only carried a small amount of U.S. money on board and they were not required to carry it at all. It was carried only for convenience.

Cross-examined by Mr. Slade—He joined the Navy in 1911. He only knew the practice on this station previously by hearsay. Under the regulations they could pay in gold or a bill of exchange or in Mexican. He could speak only for a few weeks. He was not aware whether or not any large payments were at one time made on this station in American money.

W. A. Crouse, commissary steward on the *Monterey*, had charge of the men's mess under the paymaster. He had been on the China station different times from the fall of 1894. He was on the U.S. ship *Concord* during the Spanish war and was at the battle of Manila. About that time he was in Hongkong and as far as he knew the ships were paying compradores in Mexican money. The men were also paid in Mexican money while the ships were in Hong-

kong. The paymaster now bought the ship's stores. Before 1902 he had bought supplies for his ship. He dealt with two different firms—Ah Tee and Ah San. For the goods he purchased he paid in Mexican currency. He did not pay any of the compradores in U.S. currency. They did not now purchase from Ah Tee. He had made none since he joined the *Monterey* in December last.

Cross-examined—He was here from January of 1898 until the summer of 1899. When he arrived in 1898 the men were not to his knowledge paid in Mexican currency. In Manila he had never been paid in anything but Mexican; in Japan he had been paid in gold. The supplies he himself bought were for a mess of 45 men for which he catered. He did not know whether or not the ship carried U. S. money. His rank then was head stoker. He was in the *Concord* in 1898. He did not know how payments were made on board army transports.

G. E. Weigar, of the *Monterey*, said he joined the ship in 1900. His duty was paymaster's assistant. He knew of Ah Tee. They did not deal with him now. Payments to compradores supplying goods to the ship were made in Mexican. The men were paid similarly. He did not know of any payments being made in U.S. currency on any ships on the China station.

Cross-examined—The paymaster never kept U.S. money on board. He had never been on board a transport and did not know what was the practice on them with regard to payments.

John Hastings, solicitor, was the next witness. He was solicitor for defendants in this action. On 17th September last he was sent for by Shewan, Tomes & Co., and went to their office. He was told that they had received a telegram about the loss of a box containing \$50,000 from the *Zafiro*. Mr. Fung Wa Chun was the comprador of the firm. With him he went to plaintiff's shop in Chinese Street. Their object in going there was to ascertain particulars with regard to the shipment and especially to get the numbers of the notes in the hope of recovering them and discovering the thief. Plaintiff's shop was quite small. He saw plaintiff at the shop. Plaintiff spoke English fairly well. He told witness he was the master of the Man Loong shop. Witness asked him questions with reference to the box and its contents and took down in writing at the moment the information he gave them, in the plaintiff's presence and in that of Mr. Fung Wa Chun. (Statement produced and read by the witness.) He had no knowledge of Mr. Fung Wa Chun saying to plaintiff at that time that witness was a shipping clerk. There was some conversation in Chinese; he did not understand Chinese. Afterwards they went upstairs to see the safe; it was a small safe, rather old. Plaintiff opened it and they saw it contained some dirty Chinese papers and some ten-cent pieces. They asked him whether he had any book referring to this matter, and he produced a book.

Cross-examined—He asked the plaintiff questions and plaintiff answered them; he did not cross-examine him. When he went to the plaintiff's shop he went down to find out the full facts of the case; he did not know anything about it. He had no suspicions. He took down the plaintiff's statement because he desired to have it in writing. When he was down at the shop he was shown a godown on the other side of the street; there might have been four godowns; he did not know. The plaintiff's shop was a good deal smaller than some Chinese shops.

Re-examined—When he went down there he had no suspicions against plaintiff.

Fung Wa Chun, comprador to Messrs. Shewan, Tomes & Co., said that on 16th September the firm received a telegram from Manila about the loss of this money. Next morning he went with Mr. Hastings to the Man Loong shop. Mr. Hastings asked plaintiff questions and took down his answers in writing. Witness had seen the plaintiff that morning near Shewan, Tomes & Co.'s door. He never told the plaintiff that Mr. Hastings was a solicitor. When witness and Mr. Hastings were coming out of Shewan, Tomes's office they met plaintiff and he said, "Mr. Hastings, this is the man we want, this is Mr. Man Loong." Afterwards they all three met at plaintiff's shop. Witness went on to give evidence about seeing the safe, etc., corroborative of Mr. Hastings's evidence.

Cross examined—He had known plaintiff for a number of years. Last year his firm shipped a large quantity of goods to Manila. He would not be surprised that the amount paid for freight by plaintiff to Shevan, Tones & Co. was \$5,260 from March to December.

Re-examined—The greater part of that freight was paid after September, after the loss. The Court adjourned.

Tuesday, 5th May.

David Anderson, chief officer of the *Zafiro*, was the first witness called. Examined by Mr. Morgan Phillips, he said he was now attached to the *Perla* belonging to the same company. On 12th September he was chief officer of the *Zafiro* which was then in Hongkong Harbour about to proceed to Manila. He was on duty. About 11 o'clock a Chinaman came on board carrying a box; another Chinaman accompanied him. The other man was better dressed. The better dressed Chinaman had a shipping order with him. He told witness he wished to send the box to Manila. Witness sent for the second mate. Witness took the keys out of the drawer and he and the second mate went down to the strong-room accompanied by the two Chinamen, one carrying the box. The key he took out was the key of the strong-room. He opened the door and the man carrying the box put it down on a case of silk inside the room. Witness looked at the seals to see if they were broken. None was broken so he told the Chinaman to put it on the shelf. He heard the second officer asking the Chinaman how he got all that money into a box that size. The second officer was then speaking to the owner of the box, who said in reply it was all notes. The second officer locked the door. Witness tried the door and then the second officer tried it. Witness took the key of the strong-room to his cabin and locked it in a drawer, putting the key of the drawer in his pocket. In the afternoon between 4 and 5 the mate asked him for the key of the strong-room to put in parcels. Witness gave him the key. Afterwards witness got the key back from the second mate and locked it up as before. The ship left for Manila the same afternoon. So far as he was aware the key of the strong-room was in the drawer and the key of the drawer was in his trousers pocket on the way to Manila. When he turned in, his trousers hung over his bunk. The strong-room was not opened on the way. They arrived at Manila on the 15th and anchored about 3.30. The second mate asked for the key of the strong-room to get the mails out. He gave the mate the key of the small drawer in his room. He saw the mate about 10 minutes afterwards and the latter gave him the key of the strong-room and of the drawer. Next morning a Chinaman came with a delivery order for the box. He gave the second officer the key of the strong-room and followed him immediately. On his way down he met the second officer who reported the box missing. He went down to the strong-room and turned everything out but did not find the box. They searched all the lighters alongside, stopping work for that purpose. He sent the second mate ashore for the master. The box was carried from the saloon deck to the 'tween deck by the Chinaman, who carried it in one arm. The Chinaman did not seem to be put to much exertion in carrying it down.

By the Court—The box was being carried as one carries a child—on the left arm.

Examination continued—The ladders to the 'tween deck were steep. He did not remember whether or not the Chinaman carrying the box steadied himself in going down the ladder.

Cross-examined by Mr. Slade—There were no cabins on the 'tween decks. Cargo was carried on the 'tween decks. Cargo was placed on the 'tween decks after the treasure was put in the strong room. The cargo on the 'tween decks was cattle. They were put there by men from the shore. Cattlemen were in the 'tween decks putting them in their stalls. These men did not go to Manila. On the way to Manila the cattle were fed and watered by members of the crew. The cattle were landed on the 16th, some of them before the loss of the box was discovered. The landing of the

cattle began between 7 and 8. The Chinaman came off with the delivery order about 11.30. Before that lighters had left the ship for the shore. He examined the lock of the strong room to see if it had been tampered with; it had not. He also examined the keys of the strong-room and of his drawer and also the lock of the drawer but none of them showed signs of having been tampered with: there was no trace of wax. He did not remember who dealt with the mails. No other things except parcels were put into the strong-room after the mails. The floor of the room was covered with cases of silk. There were about 10 cases. These were still there when the loss of the box was discovered. Only the mails had been taken out when the loss of the box was discovered. At the time the box was brought on board in Hongkong, there were men working on the 'tween decks putting up stalls. He did not remember whether or not the people working there saw the procession going into the strong-room. The *Zafiro* had come out of dock, in which she had been for about six weeks. He joined her as second mate while she was in dock. He was promoted to first mate within about a week, about the 21st of August, and took over the key of the strong-room. During the time the ship was in dock the then chief officer had the key of the strong-room in his possession on board. The ship came out of dock on the 15th. The lock of the drawer in which he kept the key of the strong-room was just an ordinary lock. He did not measure the box which the Chinaman brought on board. The Chinaman produced his shipping order. The second officer was not with him then. He sent for the second mate, who was in the mess. Witness went

By the Court—He did not remember the appearance of the Chinaman who brought the delivery order on board at Manila.

By the Foreman of the Jury—He did not actually handle the box and could not judge of its weight. There was no other treasure on board. There were two doors to the strong-room, independent of each other. The room was lighted by electric light which was very seldom kept burning. On the same shelf on which the box was placed there was a box of glass. Only the mails were taken out of the room at Manila before the loss was discovered. The loss would hardly be noticed when the mails were taken out.

By the Court—He was not present when the mails were taken out. When the door was opened the mails would be reached first.

Wong Yit Fong, treasury shroff to the Hongkong and Shanghai Bank, said he had been in that position for over three years. Shown a box supposed to be a fac-simile of the missing box, he said he saw it packed with notes and silver dollars to the value of \$50,000 on 12th February. There were 1,500 twenty dollar notes, 1,500 ten dollar notes, 900 five dollar notes, and 500 silver American dollars. He packed the notes into the box with the assistance of some fakis. Mr. Hastings and the cashier, Mr. Sharp, were present.

Mr. Morgan Phillips—Could the box have held any more?

Mr. Slade—That is a leading question.

Mr. Morgan Phillips—Well, will Mr. Slade assist me to put it in any other way?

Mr. Slade—I won't assist you in any way.

Mr. Morgan Phillips—When the notes were put in, was there any room left?

Witness—There was no room left. The box and its contents weighted 53½ lbs. The weight of the notes was 11½ lbs.

Cross-examined—There were always in the treasury of the Bank large sums in gold and gold notes deposited by Chinese.

Edwin Evans, second officer of the *Zafiro*, said that on 12th September a Chinaman came on board carrying a box wrapped in a cloth. Before witness saw him the chief officer had sent for him. He saw the two Chinamen standing outside the chief officer's cabin. The box was lying on deck. It was smaller than the one produced in Court. Witness, the chief officer and the two Chinamen went to the strong room. The chief officer opened the door. One of the Chinamen, whom he took to be a coolie, carried the box down. The coolie took the box inside. He took the cloth off before going in. The Chinaman carried the box down on his left arm

steadying it with his right. He laid it down on a case of silk in the strong-room. The chief officer said "Let us look at the seals." Witness turned it over to look at the seals. They were all right. He said to the Chinaman who owned the box, "How do you manage to get \$50,000 in a box like that?" The Chinaman answered that it was all notes.

His Lordship—Are you sure of that?

Witness—Quite sure. The box he handled on board was not as heavy as the one produced in Court. The box he handled on the *Zafiro* would not weigh more than 14 lbs., as it appeared to him then. He asked the Chinaman the question because the box was so light and small. The Chinese coolie, then lifted the box off the bale of silk and put it on the shelf. Then the coolie came out of the room. Witness was standing at the door; he locked the door and gave the key to the chief officer then and there. He tried the door to see if it was locked; so did the chief officer. There was a hole in the door in which you could put your fingers. The owner of the box accompanied him to the officers' mess-room. The owner had a shipping order which had been previously shown to witness. It bore that the box contained \$50,000 in U.S. notes. He wrote on the order "Received one only.—E. Evans." He asked the Chinaman how freight was paid on the box, by weight or measurement? and the Chinaman replied that payment was made on the value of the box. That afternoon the mail came on board about four o'clock.

By the Court—The freight was settled on shore.

Examination continued—He got the key of the strong-room and carried the mail down. It consisted of one bag half full. He opened the door, threw the bag in, shut the door and locked it, and felt it to see if it was locked. That was his invariable practice. When he went up above the chief officer told him that some parcels were there to go into the strong-room. Three sailors took the parcels down. There were eight parcels. He went down with the sailors, saw the parcels put in the room, and afterwards locked the door and tried it and returned the key to the chief officer. So far as he knew the strong-room was not opened again until they got to Manila, at which port they arrived on the afternoon of the 15th. They came from the shore for the mails about three o'clock. He went to the chief officer to get the key of the strong-room. The chief officer was on the forecastle-head attending to the letting-go of the anchor. The key he got was the key of the drawer in which the key of the strong-room was kept. A sailor went down below with him and took out the mail, after which witness locked the door and tried it and returned both keys to the chief officer. There was an electric light in the strong-room; it was not on during the day-time. The only light was by the door. By day the room was dark except by the door. The room was about 10 feet by 8 feet—8 feet back from the door and 10 across. When he took out the mail at Manila he did not notice whether or not the box was missing. Next day a Chinaman came with a delivery order for the box. He got the key of the strong-room from the chief officer and went down below to get the box. The box was not there. He went out of the strong-room, locked the door and reported the matter to the chief officer whom he met on his way down. They made a thorough search but were unable to find the box. The Chinaman who carried the box on board in Hongkong did not appear to be carrying it with much exertion.

His Lordship said he thought that although it had not been suggested in any way that the officers had done away with the box, this witness should be asked to say so on oath.

Mr. Slade—We do not make any charge against anybody.

His Lordship—But the question should be asked.

Mr. Slade—Our position is that we can say nothing about it. There is absolutely not the faintest ground for suspicion against the officers.

His Lordship—I think the witnesses who are produced and who had charge of this box should say on oath that they did not take it.

Mr. Slade—We do not suggest that they did.

His Lordship—Still the question ought to be

put as a matter of form. You (the witness) need not, I may say, answer it.)

Mr. Morgan Phillips—Had you anything to do with the abstraction of this box from the strong-room and from the custody of the Company?

Witness—No, sir.

His Lordship—The box was in your custody?

Witness—Yes, sir.

His Lordship—And you were the only person who had access to the strong-room?

Mr. Slade—The chief officer, my Lord.

His Lordship—Yes. But you went to the strong-room alone in company with a sailor at the time the box was there; and you swear positively that you did not take that box out?

Witness—I did not.

His Lordship—I thought it only right to ask this question.

Mr. Slade—Certainly, my Lord.

His Lordship—And you do not know who took that box?

Witness—I do not know who took the box?

Cross-examined—He had no idea when the box was abstracted. He did not notice whether or not it was there when he placed the mails in at Hongkong, nor when the parcels were put in. One man went into the room and another passed the parcels in. He directed where they should be put. The box was on a shelf in a partition by itself. The parcels were put in another partition. When one first opened the door one could not see into the room, but after standing for about two minutes one could see. The light was bad. It came down the ladder, and the strong-room was at the bottom of the ladder.

The Court adjourned from one till two o'clock.

Cross-examination continued—Witness first saw the box produced in Court at the Bank a month or six weeks ago. He was then informed of the weight for the first time. He did not remember whether or not they were carrying any Chinese passengers that trip. Any member of the crew had ready access to the 'tween deck. Any Chinese passengers who might have been on board would have no difficulty in getting there. Coolies came on board at Manila and discharged cattle from the portion of the 'tween deck where the strong-room was. After the parcels were put in the strong-room nothing else was put in. No parcels were taken out of the strong-room before the box was missed.

By the Foreman of the Jury—If he had known that the box contained \$500 in silver as well as the notes he would not have signed the receipt. Judging from the size of the box produced in Court the box which he actually saw on board was not big enough to contain the sum in notes and silver which it was said to contain. After the box was put on the shelf he never saw the box. It was not possible for the box to have been taken when the mail was taken out; only one sailor went down with him and the sailor carried the mail up.

By the Court—A Filipino and a Chinaman came on board at Manila with the delivery order. The Chinaman did not look like a coolie nor like a wealthy man either. The Filipino was the launch man, he thought. The Chinaman was dressed as a shopkeeper or a clerk. The Filipino did the talking. It was the Filipino who brought the delivery order.

Archibald Henderson, chief engineer of the *Zafiro*, deposed that on the morning of the 12th September he saw two Chinamen come on board. He was standing on the saloon deck about six yards from his cabin. That was close to the chief officer's cabin. One of the Chinamen was carrying a box and the better-dressed Chinaman was walking in front. The latter spoke to the chief officer. The box which the Chinaman was carrying was smaller than that produced in Court. There was a white cloth round the box. It was all round the box and the ends were made fast on the top. The Chinaman was carrying the box on his left arm, held up by the right hand. It appeared to be no exertion to the Chinaman to carry the box. The *Zafiro* went into dry-dock on the 11th of July at 3 o'clock in the afternoon. She came out on the 15th, and went to the buoy about the 21st. She was lying between these dates at the Dock Co.'s buoy. He was on board while she was in dry-dock; she underwent considerable repairs and people had access generally to the whole of the steamer.

Cross-examined—One of the Chinese who brought the box on board was better dressed than the other. He had no special reason for taking notice of the way the box was carried, but he remembered the matter.

Re-examined—He thought it was two days after reaching Manila that the box was missed. The details of the Chinamen coming on board with the box were then fresh in his memory.

Mr. Morgan Phillips said that that was all the oral evidence he proposed to call. There was the evidence of one witness who was called before the commission in Manila. That was Henry G. Sharp, whose evidence Mr. Morgan Phillips proceeded to read.

Mr. Slade said he proposed to call rebutting evidence on the subject of payments by American ships. Evidence had been given to the effect that American ships in Hongkong made payments only in local currency. He had evidence to show that American ships paid in gold and he had a witness who was prepared to say that he had recently received payment in gold from American ships for goods supplied.

Ching Yek Po, assistant, examined by Mr. Slade, said his firm had acted as compradores for the German Navy for several years; they had also done business with American transports, including the *Sherman*, which they provided lately with coal, provisions, etc. Payment was made in American gold and banknotes. The firm was paid a total sum of \$5,000 gold. Witness knew an American ship named the *Hancock*, another American transport, which his firm during the war provided with provisions and water. In this case also payment was made in United States money; neither Mexican or American silver money ever was paid.

Cross-examined by Mr. Morgan Phillips—The firm had furnished within the last twelve months provisions for United States warships on the China Station; the *Monadnock* had been so supplied during either June or July last year. Provisions were furnished, and a cheque was received in return on the Hongkong & Shanghai Bank; it was in Mexican dollars. One or two other American warships had been catered for within the last twelve months, but witness did not remember their names. Some payments were in American money and others in Mexican currency.

By the foreman of the Jury—United States banknotes received in the transaction of business were sold to Chinese banks or money changers. United States money received by witness's firm would not be locked up longer than a week.

This concluded the evidence, and Mr. Morgan Phillips addressed the jury. He said they would have, in one shape or another, to ask themselves the question—Had the plaintiff satisfied them that the box placed on board the *Zafiro* contained \$50,000 gold? That was the question they had to ask and to answer too. The plaintiff must be dealt with in the light of any other business man in Hongkong, and the only documentary evidence he had produced to show that he had those notes in his possession on 12th September last was one single entry in one of the books exhibited in Court. He could not produce a balance sheet, and the jury knew how carefully English Chinese carrying on business in the Colony conducted their affairs.

Mr. Slade—I would ask my learned friend to be accurate in his statements. You asked only for entries relating to this particular matter, and not for entries relating to the general course of his business. There were about a hundredweight of books ready to show you if you had asked for them, but you carefully refrained from asking for them.

Mr. Morgan Phillips was proceeding to refer further to the absence of documentary evidence, when Mr. Slade again protested.

Mr. Morgan Phillips—My learned friend is so impulsive.

Mr. Slade—My learned friend is so inaccurate. (Laughter.)

Mr. Morgan Phillips—Pray don't interrupt me any more.

Continuing, Mr. Morgan Phillips said that if the plaintiff was an honest man carrying on an honest trade nothing would have been easier than to prove it while he was in the witness box. Was it likely that he had this money lying idle in his private house for the time he stated? Certainly not. Then as to the explanation regarding the manner in

which he came into possession of the money, it had been proved conclusively in evidence that payments from American warships were made in Mexican currency and not in American banknotes or gold, and that the plaintiff could not possibly have obtained the money in that way. Dealing with the size of the box, Mr. Morgan Phillips said all the witnesses from the *Zafiro* were satisfied that the box placed on board the steamer was smaller than the one produced in Court, and the latter was the smallest into which \$49,500 in notes and \$500 in silver could be packed. Its weight, too, was much lighter than that of a box containing such an amount of money, and was only about 12lbs where it should have been 53½ lbs. Counsel pointed out the disparity existing between the plaintiff's statement to Mr. Hastings and the evidence he had given in the box, and went on to say that, contrary to what the plaintiff had asserted, no security was required by the American Government in the Philippines when a tender was being submitted. It was highly improbable, further, that this sum of \$50,000 was being sent to Manila to cover future possible contracts; had money been required for that purpose, Jackson, the partner in Manila, could have telegraphed to say so. Mr. Morgan Phillips, who went over much of the ground covered in his speech when opening the case for the defendants on Saturday, contended that a deliberate plan had been concocted to defraud the steamship company. The onus of proof lay with the plaintiff, despite the position taken up by Mr. Slade, than whom Mr. Morgan Phillips said, he had never met, any counsel who could advance an untenable proposition with more apparent sincerity. (Laughter.) The case he would leave with confidence in the jury's hands, and all he asked for was that their decision should be given in accordance with the evidence and with common sense.

Mr. Slade began his speech by contending that the onus of proof did not lie with the plaintiff. It lay with the defendants, who were liable to pay the full declared value, unless they could prove fraud.

His Lordship, after hearing quotations on the question of law, said it did not appear to him to be material upon whom the onus of proof lay. The jury had simply to decide whether or not in their opinion the box contained \$50,000 gold.

Mr. Slade said freight had been charged on \$117,000 or \$118,000 Mexican, and it was contrary to one of the most elementary principles of law that, after having taken advantage of the declared value, the shipping company should be allowed to turn round and say, "The real value is only a few cents, but we will keep our \$149 odd" (the rate charged on the box). Blowing hot and cold in that fashion was never allowed in a court of law.

After presentation of further arguments by Mr. Slade, in support of his contention, the Court adjourned.

Wednesday, 6th May.

Mr. Slade suggested to his Lordship that he should leave to the jury the following questions, the specific answers to which would settle positively all questions of fact arising in this matter:—In the event of his Lordship ruling in favour of defendant's contention, Are you satisfied that it has been proved that the box shipped contained \$50,000 gold? If the ruling was in favour of the plaintiff, Are you satisfied that it has been proved that the box shipped did not contain \$50,000 gold? These questions, he thought, put the difference between the parties distinctly. Following out the suggestion made by his Lordship on the previous day he would propose that both these questions might be left to the jury, for whatever the ultimate result was the other side might appeal and it would be convenient that the answers of the jury should cover all conceivable questions on the same facts. (One other question arose—Was the plaintiff guilty of a false and fraudulent misrepresentation when he declared the contents of the box shipped were of the value of \$50,000? Then there was the sub-issue—Has it been proved that the box shipped was abstracted? Proceeding to review the facts of the case, Mr. Slade said the plaintiff's explanation why he kept all this gold money was perfectly reasonable; he said he might

as well hold gold as hold jewelry. The Chinese liked home gold for keeping purposes. Then it was argued by the other side that the plaintiff could produce documentary evidence to show how he obtained these notes. He could not show how this \$50,000 actually came, but he could produce and had produced books showing how a great deal more than the \$50,000 came, of which the \$50,000 was a part. That plaintiff did not return balance sheets of his business did not prove that he was a dishonest trader; plaintiff explained in his evidence that he paid for everything in cash. It was only on the point of the weight of the box that the defence had produced any positive evidence; the rest was inferential.

His Lordship in summing up said there was a specific allegation by the plaintiff that the box contained \$50,000 gold. Defendants admitted having received the box but denied that it contained that sum or any part thereof in U.S. currency. Referring to the bill of lading, it was in ordinary form. In the margin of the bill of lading was written, "U.S.T.; one case U.S. banknotes said to value \$50,000 gold money." That was not in his opinion a sufficiently specific declaration, by the plaintiff—that he had shipped banknotes of the value of \$50,000 gold, but merely that he had shipped banknotes, said to value that amount. In the body of the bill of lading above the signature of the person who signed it on behalf of the defendants were the words, "Weight, contents and value unknown." In his opinion the effect of these words was to limit the responsibility of the defendants to answer only for that which the box actually in point of fact contained at the time it was received on board their ship, and consequently plaintiff had to satisfy the jury that the box when shipped did contain \$50,000 gold. He thought that the law laid down in the case of *Lebaud v. General S.N. Co.*, 8 L.R.C.P., p. 96, was applicable to this case. The case of the *Amelien Marie*, 2 Asp. M.L. Cases (N.S.), Vol. II, had also been quoted in which a contrary view appeared to have been taken by Mr. Justice Phillimore but there was this essential difference between that case and the *Zafiro* case, that the plaintiffs in that case were not the persons who shipped originally but they were assignees for the value. Without saying that that was the ground on which that case went he might say that if the *Amelien* case had to be put against the *Lebaud* case he preferred to follow the latter. In that case Lord Justice Brett said that when a closed case is offered to the master with a representation as to the nature of its contents on the bill of lading he might accept it without alteration of the bill of lading. But if he alters the bill of lading by a statement that the contents are unknown it is clear as a matter of business and it seems from the American cases and *Jessel v. Bath* to be law that he thereby declines to accept the declaration of the shipper. In other words this means that if you go to the master of a ship with a closed case and tell him it contains goods of a certain value and make a memorandum to that effect in the margin of the bill of lading he is not bound by that statement if he adds to or places on the bill of lading a statement that the contents and value are unknown to him. Suppose the box instead of being lost had been opened in Manila and had been found to contain only \$500 it would be contrary to reason and commonsense to call upon the shipowner in the face of the statement on the bill of lading that the contents and value were unknown to him to pay \$49,500, unless the shipper could prove that that sum was in the box at the time it was shipped and it seemed to him the same principle would apply where the box had been lost. Mr. Slade had contended that by the acceptance of a special rate of freight on this box defendants had bound themselves to accept the plaintiff's statement as to the special value of the article shipped. That argument was not sound. The special freight was charged because the shipper declared the box to be of a certain value and because it was a rule of the defendants in common with all shipping companies to protect themselves as far as they could by making special rates where freight was shipped above a certain value. In doing so the shipowner did not bind himself to accept plaintiff's declaration of the value of the box. If

the jury were satisfied that there was \$50,000 in the box shipped their verdict should be for the plaintiff. It was no defence for the defendants to say that somebody else stole the box. If the jury found that the box shipped did not contain that sum their verdict must be for the defendants, for two reasons—because they were only liable for what the plaintiff had proved the box to contain and because if the representation of the plaintiff to the defendants that there was \$50,000 in the box was untrue he intended to deceive them and that was on his part fraud, which vitiated the whole contract. In considering the question whether or not the money was put on board, they had to ask themselves two other questions—Was the plaintiff in a position to send \$50,000 gold to Manila, and if so, was he likely to have in his possession this amount in American gold money? If they believed that he was in a position to send this money down, then had he any reason for sending it? Mr. Phillips had said that plaintiff had no documentary evidence to show that he had this money in his possession on 12th September last. His Lordship did not remember any having been put in. Plaintiff swore positively that he had this money. Mr. Slade suggested that he kept it in that way for four years because he was a miser. Yet in the same breath they were told he was a merchant of bold and speculative character. As to his explanation that he got the money from U.S. ships of war, evidence had been called to show that those ships made their payments in local currency; other evidence had been called which showed that U.S. transports paid in gold; but none to show that the ships of war made payments except in local currency. When they came to the story of how he packed the money, the story the plaintiff told the Court was, as the defendants said, not the story he told Mr. Hastings. The plaintiff had on his own admission deliberately made false statements, and he must not be surprised if his evidence now was not believed without strong corroboration. That Mr. Fung Wa Chun told him that Mr. Hastings was a shipping clerk had been denied and was not likely. Then they had to remember that when the box was taken on board the second officer was struck by its lightness in weight which he estimated at 14lbs, and that by way of explanation thereof the plaintiff said at that time that the box contained nothing but banknotes. The plaintiff however now says that that box contained 500 American silver dollars and it had been shown by expert testimony that a box containing silver of that value plus banknotes to the value of \$19,500 weighed 53lbs. His Lordship further said he did not know whether there was anything in it or not, but they had to consider, too, this fact that when the bill of lading arrived at Manila a Filipino and a Chinese who could not talk English, were sent for the box which was said to contain £10,000. Continuing, his Lordship remarked the jury were asked to believe that a man who had \$50,000 gold in Hongkong had sent it down to Manila on the off chance of perhaps one day getting a contract which might require security which might call for a deposit of \$50,000. In this connection His Lordship reminded the jury that it appeared from the evidence of Colonel Sharpe taken on commission in Manila that the U.S. Government had not at any time during 1902 advertised for tenders for any contract or contracts which would require security for their fulfilment amounting to \$50,000 or anything approaching that sum. In conclusion His Lordship read the questions to be answered by the jury as follows:—

Are you satisfied that it has been proved that the box shipped contained \$50,000 gold?

Are you satisfied that the box shipped did not contain \$50,000 gold?

Was the plaintiff guilty of false and fraudulent misrepresentation in declaring the contents of the box to be of the value of \$50,000 gold?

Has it been proved that the box shipped has been abstracted from the steamship *Zafiro*?

The jury retired to consider their verdict and returned to the Court after an absence of less than three minutes.

The Registrar (Mr. A. Seth)—Have you agreed upon your verdict?

The Foreman—Yes.

The Registrar—Are you unanimous?

The Foreman—With regard to some of the

questions.

Question 1—Are you satisfied that the box shipped contained \$50,000 gold?—No.

His Lordship—Are you unanimous in that?

The Foreman—Unanimous.

Question 2—Are you satisfied that the box shipped did not contain \$50,000 gold?—Yes. Five to one.

On the issue of fraud—Was the plaintiff guilty of a false and fraudulent misrepresentation when he declared the contents of the box shipped were of the value of \$50,000?—Yes, five to one.

Has it been proved that the box shipped has been abstracted from the steamship *Zafiro*?—Yes. Unanimous.

His Lordship—Upon that you ought to find for the defendant—give verdict for the defendant.

The Foreman—We find for the defendant.

The Registrar—Are you unanimous?

The Foreman—We are.

Mr. Morgan Phillips—I apply for judgment with costs, my Lord.

His Lordship gave judgment accordingly, and afterwards thanked the jury for their attendance and for the manner in which they had listened to the case.

THE FAMINE IN KWANGSI PROVINCE.

REPORT BY MR. CLEMENTI.

Mr. C. Clementi has written the following letter to H.E. the Governor, through whose courtesy we are enabled to publish it.

Ts'am Chau-fu, Kwong Sai,
26th April, 1903.

Your Excellency,—I left Hongkong by the s.s. *Kwong Chau* on the 21st inst., reaching Canton at 6 a.m. the following morning. I left Canton at 8 a.m. the same day by the s.s. *Sainam*, reaching Wuchow at 4 p.m. on the 2nd inst. I had no time while in Canton to call upon the Consul-General, but I hope to do so on my way back. Perhaps meanwhile Your Excellency will be good enough to inform him of the mission upon which you have sent me. At Wuchow I called upon Mr. Fox, the British Consul, and on his advice proceeded without delay to Ts'am Chau, the prefectural town, which I understand the Chinese authorities propose to make the capital of this province.

I left Wuchow by launch at 6 a.m. on the 24th, and arrived at Ts'am Chau at 8-30 a.m. next morning, accompanied by Mr. R. A. Jaffray (of the Christian and Missionary Alliance of New York). We were met by Mr. J. E. Fee, of the same mission, who resides in Ts'am Chau. The first sight I saw on entering the town was a man lying in the street actually dying but not quite dead, whom two men were picking up with a rope to carry off to bury. The same morning, walking round the city wall, I saw another man's dead body, and a little later I also saw the burial, which consisted in throwing the uncoffined body into a small pit dug just outside the city wall and filling up the pit with earth. The sights I have seen since my arrival have appalled me, and I am not astonished that the Chinese should now call Ts'am Chau "a dead place." Yesterday was a market day, and therefore there was no distribution, for two reasons—(1) that the number of people coming into the town on such a day would be more than the present relief fund can cope with, and (2) that a number of fairly well-to-do impostors might be expected to apply for rice on the market days. Accordingly I employed my afternoon in walking through the neighbouring country. The destitution actually existing there now is terrible. The people have first sold their goods and chattels, then their farming implements, next the water buffaloes with which they ploughed their fields, then the tiles off the roofs of their houses, then their daughters, sons, and finally even their wives. The farmsteads are bare walls, empty of anything save a little dirty straw on which to lie.

This state of absolute destitution can only go on increasing until the next rice harvest which is due at the end of July, and the only ray of hope is that the harvest promises well. It is true that in many cases the farmers have had no rice to plant and that a number of fields are lying fallow, but on the whole I should be

inclined to think, from my inspection of the surrounding country, that the next rice crop will go far to relieve distress in the neighbourhood of Ts'am Chau. The rain which has fallen and continues to fall is most reasonable, and the spirit of the people is admirable. The farmers yoke themselves to their own ploughs to turn up their fields, and make the utmost of any help extended to them. It must be borne in mind that the present famine is not due to any lack of exertion on their part, but to the failure of the second harvest in 1901 on account of drought of first harvest in 1902 on account of drought also, and of the second harvest in 1902 because of flood and drought combined. The aim must therefore be to support starving people until the end of next July, and any estimates will have to be framed for the present on this basis.

Famine work began in Ts'am Chau systematically on 4th March last by the Alliance Mission under the superintendence of Mr. Fee (Canadian), assisted by Mrs. Fee, his wife, and by Mr. H. Zehr (American), also of the Alliance Mission. The fund was constituted entirely by private subscriptions, which on the 25th inst. had aggregated a total sum of \$2,105.58, but at the present time these subscriptions come in fitfully and in small sums, making the anxiety of the distributors great. To-day Mr. Fee is left with money only sufficient for one day's supply. Rice has hitherto necessarily been bought locally in Ts'am Chau at the local rates, e.g., on the 11th inst. 15 piculs cost \$90 Mex. and on the 23rd inst. 10 piculs cost \$9.45 Mex. It is probable that with free transport and freedom from duty assured the rice can be bought more cheaply at Hongkong, and forwarded via Wuchow to the distributing centres. The Chinese authorities have left Mr. Fee the Man Shau Kung or Emperor's Temple as the place for distribution. Here the indigent collect together from dawn till noon, when the gates are closed and distribution commences of rice (uncooked) and rice-gruel (cooked). It is the aim of the distributors to give if possible two tickets to each of the starving people; with one ticket they can obtain the gruel for immediate consumption while with the other they obtain a measure of rice for their own use, either to be eaten as rice or to be turned into gruel. Each measure of rice given out contains 4.5oz., while the rice gruel is doled out by the quart. I attended this afternoon at a distribution to 4,197 persons and 6,334 tickets issued, the actual amount of rice issued being 194 piculs. Nothing is given on market days, i.e., every third day, and Mr. Fee suggests (and I agree in the suggestion) that if the quantity of rice on hand is sufficient, the measure issued should be increased and the distribution at the Man Shau Kung made only once in three days. This will enable the people to come in from the countryside and thereby extend the relief area, while at the same time it will lessen the labour of distribution, which is very heavy. The actual distribution to-day lasted from 1.30 p.m. to 5 p.m., and the distribution must be made in the middle of the day in order to enable the people to return home or at least to find shelter for the night. The cooking of the gruel, etc., etc., takes time but need not involve any expenditure, as thousands would only be too thankful to work and to cook for their rice and a night's shelter.

Distribution is also being made by the Chinese at Ts'am Chau in three ways. (1) There is the official relief fund, to which the Governor of Kwong Sai, Wong Chi Chun, has promised a contribution of 1,000 piculs, towards which he has already paid down \$2,000. The Prefect Chong Tso Ke, has contributed \$1,000, and the district magistrate Chan Shiu Lim, 700 taels. This fund is intended primarily for relief only inside the city of Ts'am Chau, and is administered by means of the Po Kap Kuk, or tithings (=10 families). Each head of a tithing reports those who are destitute among the ten families under his supervision; the man so reported is given a ticket by the Po Kap Kuk, for which he obtains rice at the rate of 3oz. a day, i.e., he is given 15oz. of rice, as the distribution is made once in five days in the Temple of Literature. The fault in this system is that it can relieve only those who are householders in Ts'am Chau; moreover, certain shopkeepers, who, owing to the suspension of trade, are absolutely starving, can

obtain nothing, as the gentry will not believe in their indigence. The pawnshops have been closed in Ts'am Chau all this year, and I can see no signs of any business being done even on the market days. (2) The Fu-ti-pan, who is himself a poor man, makes a daily distribution of rice at the *li-shin* station, giving an ounce of rice to all starving people who come to the station, but the relief does not reach far, as the Fu-ti-pan cannot afford to issue large quantities of rice. (3) The Cantonese merchants resident in Ts'am Chau have subscribed a sum of \$2,000 which has been sent down here to purchase rice. This rice is intended for distribution in the market town, i.e., in the countryside, not in the city. But the rice has not yet arrived, and therefore relief has not as yet commenced.

This morning I visited the Governor of Kwong Sai, who handed me the appended list of famine-stricken districts in this prefecture. * His Excellency informed me that in his opinion the district which is suffering most of all is Nanning, and that the area of distress extends from Nanning the whole length of the West River to N'am Peng. Whatever is to be done must be done without delay, otherwise the people for whom relief is intended will be dead. His Excellency promised every assistance to measures taken by the Hongkong community for famine relief.

According to I sent to Your Excellency this morning the following telegram:—"Arrived Ts'am Chau. Seen Governor Wong Chi Chun; promises assistance. Famine work here in hands of Fee. Required for immediate continuance of work \$550, which pay to account Fee, Hongkong & Shanghai Bank. Relief needed till next harvest, end July. Estimate, rice required Ts'am Chau district till then 1,350 piculs. Convey all contributions into rice and forward to Wuchow. Arranging for transmission from Wuchow up West River. Proceed Kwai Yun to-morrow."

It will be a great assistance to me if Your Excellency will kindly telegraph to me at Nanning the amount of money at which the Hongkong relief fund is estimated, for any suggestions that I can make must be based upon the sum of money available for use. But as far as I can now see, it will be advisable to establish three distributing centres—at N'am Peng, Ts'am Chau, and at Kwai Yun. I will report later on N'am Peng and Kwai Yun, and also on Nanning, though I do not consider that it is probable that Nanning can be relieved from Hongkong owing to the delays of transport by junk from Kwai Yun up the West River. As far as Kwai Yun, steam transport is available. The companies which run launches are Chinese-owned and their headquarters are, I believe, at Wuchow. I am writing to Mr. Fox to suggest that he should urge these companies to grant free transport for rice forwarded from Hongkong and would venture to suggest that Your Excellency should approach the Viceroy at Canton on this matter. Rice should also be duty free. I mentioned both these matters to H.E. Wong Chi Chun, who said he would do what he could, but that the authority did not rest in him.

Distribution at Ts'am Chau has been so excellently organised by Mr. Fee that I cannot but recommend that he should be placed in charge of this distributing centre. Mr. Jaffray is leaving to-morrow for Wuchow to arrange for missionary workers at any centres established, and also to endeavour to arrange the question of transport from Wuchow up river.

The Chinese officials should be requested to provide at each distributing centre—(1) free quarters for the distributors, (2) a suitable place in which the distribution shall take place, (3) kitchen fittings for the cooking of rice gruel in large quantities, (4) free delivery of rice from the rice boats by coolies at the place of distribution or kitchen. They should also issue a proclamation in the distributing centres and country round about, notifying the distribution which is to be made by the Hongkong relief fund.

I leave to-morrow morning at 6 a.m. for Kwai Yun by launch, and will report further after I have seen what is the condition of affairs there. I would urge that no time should be lost in sending up rice to Wuchow, and that in any case the distribution at Ts'am Chau should not be permitted to cease for lack of funds—I am, Your Excellency's obedient servant,

C. CLEMENTI.

* The number of starving people in the Famine District of Kwei-Ping is as follows:—

People who want relief within the city and in the suburbs number 2,644.

The number of starving people who daily go to the Protestant Church for food is about 3,500.

The following is the approximate number of people in various districts at present requiring relief:—

1. In Wing-Wo-Li on the West and South banks, about 14,000.
2. In upper and lower Shung-Keung-Li, about 13,600.
3. In Kwan-Ling-Li, about 14,500.
4. In Nos. 1, 2 and 3 Han-Luk-Li, about 240.
5. In Sheung-To-Li near the river banks, about 18,000.
6. In Sheung-Shan-Li, about 10,700.
7. In Sun-yat-Li near the river banks, about 9,000.
8. In Kut-yee-Li near the river banks, about 12,000.
9. In Chung-shan-Li about 14,000.
10. In Hin-Li near the river banks about 8,000.
11. In Po Li, about 5,000.

This gives a total of 150,000 people in a state of starvation in the various districts around Kwei-Ping. In other places where the famine is not of so serious a nature rice is procurable at low rates.

His Excellency the Governor has received the following Report from Mr. Clementi, dated Kweishen, Kwongsei, April 28th:—

YOUR EXCELLENCY—I left Ts'am Chau by launch at 7.15 a.m. on the 27th inst., and arrived in Kweishen shortly after 4 p.m. on the same day. The District Magistrate Chan King Wa received me with the greatest courtesy and during my stay here I am living in his Yamen. The Magistrate is an energetic man, 40 years of age, a native of Hongshan, thoroughly familiar with Hongkong and Macao. He has studied Western science and methods of government with the result that he combines an enlightened effort at improvement with patriotic devotion to his country. The Magistrate tells me that he frequently walks on foot through his district city, visiting the shops and talking with the people under his administration; and this afternoon he walked with me to see the principal places of interest in Kweishen. Any petitioner is admitted directly to presence of the Magistrate as would be the case in Hongkong. Moreover the Magistrate has at last succeeded in practically clearing his district of robber-bands. The Magistrate in person leads his troops to the fight; and as the result of the execution of some 2,000 robbers, bad characters have found it advisable to move elsewhere.

But the result of robber-warfare, drought and flood is now apparent in the direct destitution. In the company of the gentry I visited the village Lo Pak Wan this morning where I found the people living on grass, tree-leaves and the so-called "wooden potatoes" of which I enclose a sample. Even those who have a little rice or Pan Sook mix it with cooled tree-leaves in order to increase the quantity. Boys, girls and women are sold daily at the river side. I attended such a sale this afternoon and saw babies and children handled and felt as though they were pigs come to market. Some are so thin and starved that no one will purchase them. The Magistrate informs me that at first he wished to prohibit the sale, but that when he saw that unless the children were sold both children and parents must starve he changed his mind and allowed the sale to continue. The gentry estimate that some 10,000 children (boys and girls alike) have already been sold and that eight wives out of every ten in this district have also been sold.

With a view to the alleviation of this distress the Magistrate and the gentry are making free distribution of gruel made from pan sook in various centres:—(1) Within Kweishen its daily distribution is made to upwards of 2,000 persons in the temple of Confucius. The District Magistrate went with me this afternoon to attend such a distribution which lasted from 1 p.m. to 3 p.m. But when the gruel was all used up there still remained over 100 persons who had to be turned away empty. (2) At Tung Tsun distribution is made daily to upwards of 1,000 persons: (3) At Kow

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the distress is terrible, to upwards of 2,000 persons, (4) at Mok Kak to more than 1,000 persons, and at (5) Lo Pak Wan which I visited this morning, to 1,000 persons. The relief is admittedly insufficient to meet the demand: but the district is impoverished and money is scarce. Here also the pawnshops are closed.

After consultation with the gentry and the District Magistrate, I have concluded that the best method of relieving those actually starving will be free distribution of gruel (chuk) made from pousook at 10 centres in this district. At first I suggested rice-gruel, but the gentry and the Magistrate agreed in declaring that pousook was far more sustaining. I find also that the people are accustomed to it and that in good years Kweishen exports large quantities of pousook for consumption elsewhere. It is also, I understand, considerably cheaper than rice and consequently more can be supplied. Wuhu on the Yangtze is the port from which most pousook is exported; but it comes also from Tongking and no doubt can be purchased at a reasonable price in Canton. The 10 centres agreed upon are: (1) Kweishen itself; (2) Tung Tau; (3) Kew Hu; (4) Mok Kak; (5) Lo Pak Wan; (6) Ng Shan; (7) Tam Tong; (8) Sak La Hu; (9) Tai Hu; (10) Shansi. The measure to be doled out is one quart of gruel: and the amount of pousook required for this purpose at each centre is estimated at 700 catties daily, i.e., a total of 490 picul weekly.

It was also suggested by the Magistrate and the gentry that a method of helping those who are in great distress, although not actually starving, will be to sell cheap rice within Kweishen itself. It was recommended that the price should be 10 cents a picul more than the cost. The additional 10 cents a picul would pay for incidental expenses, while the reconversion of rice sold into money would ensure the continuance of the supply and thereby compel the local rice-shops to reduce their prices. I think that this recommendation is worth careful consideration. The rice would be sold only in Kweishen, where the country people could come and make their purchases, in order that its sale only to the really indigent may be insured. The control should, I think, vest in two Europeans: and if Your Excellency approves of the suggestion in my letter of the 26th inst. an unpassed cadet might be appointed to co-operate with a missionary in the administration of the supply. In Kweishen, as at Ts'am chan, Cantonese is the local dialect.

From Ts'am-chau to Kweishen there travelled with me two representatives of the Kwong Yan Charitable Society at Canton who had, like myself, been sent to report on the famine for the relief of which subscription has been organized by the officials and gentry at Canton, the Fan T'oi named Teng making a large contribution. On my return to Canton I will ascertain and report the details of this attempt to relieve the Kwong Sai famine; but in the meantime it will be easy for Your Excellency to obtain through the Tung Wa Hospital a copy of any report made by the representatives of the Kwong Yan Shin T'ou, who return to Canton to-morrow, together with the details of any scheme of relief formulated as the result of such report. I have arranged with the District Magistrate of Kweishen that any money contributed by the Cantonese merchants shall be used in other famine centres than those set apart for the Hongkong fund; and in any case there is little fear that too much will be contributed considering the enormous area of distress.

However, in view of the fact that the Cantonese representatives have turned back at Kweishen, I have decided to push on as far as Nanning, although the country is in a disturbed condition. The Kweishen magistrate assures me that he is prepared to guarantee the safety of Hongkong rice transported up the river and will forward it under such escort as will prevent any possibility of its seizure by pirates or robbers. Moreover both the Governor and the Kweishen Magistrate declare that the distress in Nanning is most acute. I am therefore leaving to-morrow on horseback in order to inspect the country as I go, and will report by telegram.

The harvest in Kweishen district promises well: the weather is favourable, seasonable rain has fallen and continues to fall. It is probable

that relief will only be required until the next rice harvest at the end of July.

I am,
Your Excellency's obedient servant,
C. CLEMENTI.

P.S.—I have this day sent the following telegram to Your Excellency:—"After consulting District Magistrate and gentry recommend free distribution daily in ten centres Kweishen district of gruel made from pousook otherwise known as sook mi. This food is more satisfying than rice gruel and the people are accustomed to it: price is considerably less. Estimate total amount of pousook required at 490 picul weekly. Relief necessary till next harvest end July. Recommend also sale within Kweishen city of cheap rice at 10 cents a picul above cost price for the relief of those not actually starving but unable to purchase at famine prices. The additional ten cents will cover incidental expenses and the reconversion of the rice into money will prolong the period of relief. Advise that central control be placed in hands of two Englishmen resident in Kweishen. Suggest co-operation for this purpose of one unpassed cadet and one missionary. Will telegraph name of missionary later. Meanwhile forward pousook to care of Les at Ts'am-chau for transmission to Kweishen as soon as European can take charge. Have highest opinion of Kweishen District Magistrate who will give all assistance and is already distributing relief at several centres. Letter by post. Proceed Nanning to-morrow. Wuhu produces pousook it can probably also be bought at Canton or Hongkong."

ANTI-FOREIGN DISTURBANCE ON THE NORTH RIVER.

A Canton correspondent writes: "News has reached here that the Chinese in the neighbourhood of Ynamtam, on the route of the Canton-Hankow railway, have taken up an attitude of hostility to the railway and some apprehension is felt for the safety of an American surveying party who are at work in that district. Preparations are being made for the prompt dispatch of the U.S. gunboat *Callao* and possibly some others."

We understand that private information reached Hongkong last night of the safety of the surveying party.

Our Canton correspondent writes: The six American civil engineers and their five Japanese employes, who had all been reported to have been killed by a Chinese mob, have returned to Canton. When the disturbance broke out they sought safety in a temple, and the Elders of the village interceded for them and advised the mob to disperse. Meanwhile the foreigners had surreptitiously left the temple by the back way and were escorted along the mountain paths to the river where they took the boat for Canton. The disturbance occurred at a place called Kong How, some distance from the Sam-sui district. When the Acting Viceroy Tuk Sow, heard of what had happened, he swooned. The property lost as a result of the disturbance amounts to \$17,000.

The Indo-China Steam Navigation Company's steamer *Chelydra* has been sold to a Japanese shipowner, K. Oaki by name, of Tokyo, who is to place her on the North China run. She is of 2,518 gross and 1,567 registered tons, and was constructed at Sunderland in 1895.

"We all have the gold fever up here," writes the Weihaiwei correspondent of the *Shanghai Mercury*, "and I in common with the rest, whenever I have a little spare time at my disposal, slip away out prospecting! Of course we don't call it prospecting! Oh dear no! We try to deceive one another by taking a gun to do a little shooting or by becoming desperately fond of riding or long solitary walks! Our energetic Commissioner (a Scotsman, remember) is rather keen on issuing prospecting licenses, and several have already been applied for. If they are eventually taken out and paid for (price \$20 each) the Commissioner will, as usual, come out top!"

UNION CHURCH.

The annual business meeting of the Union Church was held on the 7th inst. Rev. C. H. Hickling, pastor, in the chair.

The report for the year 1902-1903 was submitted by Dr. J. C. Thomson, Hon. Secretary. It was as follows:—

The forecast, in the last report, of the arrangements connected with the change in the pastorate was in due course realised. In view of the impending departure of the Rev. G. J. and Mrs. Williams, cordial farewells were taken at social meetings held on the 24th and 25th of April. To extend a welcome to the Rev. C. H. and Mrs. Hickling, a congregational social was held on the 29th of May, and occasion was taken at this meeting to express to the Rev. T. W. Pearce the Church's sense of obligation for his services during the interval between the pastorates. The Hon. Treasurer's statement of accounts, showing an income of \$7,839.83, including a balance carried forward of \$1,867.26, with a credit balance of \$225.33 at the end of the year, must be regarded as thoroughly satisfactory in view of the special circumstances of the period under review. The accumulated balance at the beginning of the year proved practically sufficient to meet the extraordinary expenditure involved in the coming from England of the new pastor. In view of the condition of the Church fabric, the Committee undertook its thorough renovation and internal decoration, and this work is now proceeding. The congregation was invited to contribute \$1,600 to cover the cost. A very generous response resulted in a sum of \$1,577 being placed at the Committee's disposal. This proved especially opportune, as in course of the operations more repairs than had been anticipated were found necessary. It is proposed to deal with the exterior of the building after the rainy season. To commemorate more fully the missionary and literary sides of the life-work of the late Dr. Chalmers, a bronze plate has been added to the Mural Tablet referred to in last year's report. The cost of this has been entirely defrayed by special subscription. "A History of Union Church," prepared conjointly by the Rev. G. H. Bondfield and Mr. J. Dyer Ball, has been published. The expenses of this work having been guaranteed by subscribers before its publication, there has been no charge on the Church funds. The Committee desire to hereby express to the authors their deep obligation for this service to the Church. The attendance at the Sunday services during the winter has been good, and almost all the sittings in the area of the church have been allotted. At the Wednesday services the pastor has expounded the Scripture to be taught in the Sunday School on the ensuing Sunday. The attendance has somewhat improved of late, but it is not so good as it might be. After careful deliberation by the Session and the Committee of Management, Sunday services at Kowloon were commenced on 15th March. They are being conducted temporarily in the British School, which has been kindly lent for the purpose. The Sunday School is having a successful session. Owing to departure from the Colony, Mr. J. Pitt, R.N., was obliged to relinquish the office of superintendent, and Dr. J. C. Thomson consented to resume it. A new departure has been made by holding one portion of the school at Union Church and another at Kowloon temporarily in the British School. Mr. W. J. Wright and Mr. J. Ramsay were appointed deputy-superintendents, the latter conducting the Kowloon section of the school. Deep interest in missionary work continues to be manifested. Miss Davies has visited and addressed each division of the school, and was accompanied by the orphan girl who for some years has been supported by the weekly missionary offering of the scholars. An arrangement has been made with the Committee of the Peak Church for the pastor of Union Church to take his turn in conducting service in the Peak Church. This, to some extent, has restored the conditions that existed for some time after the commencement of Sunday services at the Peak. The Christian Endeavour Society has maintained its meetings throughout the year, but by the changes in the Garrison some of its staunchest supporters have been lost, and the numbers usually attending have been somewhat smaller than formerly. The smallness of the

European Garrison and the departure of Captain Stevenson, R.A., have militated against the evangelistic meetings in Victoria Barracks and Mount Austin Barracks, but those in Murray Barracks have, through the warm co-operation of Major and Mrs. Benson and others, been well sustained. In the autumn a Literary Club, to be open to both ladies and gentlemen, was inaugurated and attained a membership of 68. Its meetings were held in the Church hall, and those thrown open to the public were very numerously attended. The congregation's best thanks are due to:—The Building Committee, the Ladies' Committee, the choir, the organist, the officers and teachers of the Sunday School, those who have assisted at the Sunday services, and to other workers whose cheerful labours have contributed to the prosperity of the Church during the past year.

The report and accounts as presented were adopted and passed.

The Committee of Management for the ensuing year was elected as follows:—Messrs. G. Murray Bain, W. Brand, J. Goosmann, G. Grimbly, A. Mackenzie (Hon. Sec.), J. F. Miller, W. G. Humphreys (Hon. Treas.), A. Moir, W. Parlance, Rev. T. W. Pearce, A. Rodger, W. A. Sims, Dr. J. C. Thomson (Hon. Pew Sec.), W. J. Tatcher, W. M. Watson, W. Wilson, W. J. Wright, W. Nicholson, D. Clark, J. Ramsay, W. Templeton, J. Ewing, D. Macdonald, R. Mitchell, and H. Hursthouse.

Votes of thanks to all those responsible for the successful management of the affairs of the Church during the past year, the names of Dr. Thomson and Mr. Humphreys being specially mentioned, brought the proceedings to a close.

PAKHOI.

[FROM OUR CORRESPONDENT.]

28th April, 1903.

THE NEW TAX.

Since my last on the 31st ultimo on this subject, and after the events of the 28th and of the morning of the 29th ultimo, the farmer, thinking probably that discretion is the better part of valour, closed his office; and the pork dealers having peremptorily resisted the new impost systematically, resumed their trade. The pork stalls in the public market became gradually occupied again without hindrance, but to the detriment of the consumers, as the price of pork has been slightly raised since. I hear that the farmer intends to come back, this time invested with greater power to collect the tax, but I cannot vouch for the truth of it, nor do I believe that the farmer, after having been so defiantly defeated on his first attempt to collect the tax, could very well resume the lost ground unless he is backed by a strong guard to oppose any resistance on the part of the dealers. The people, as may be surmised, side with the dealers against the farmer.

YET ANOTHER CHANGE.

Mr. E. Farago, Commissioner of Customs, arrived by the *Hainan* yesterday to succeed Commissioner H. B. Morse, who, I understand, is going to fill the post of Commissioner at Canton. Mr. Morse has been with us only three short months. Scarcely has he had time to unpack his furniture, comparatively speaking, than he is ordered to proceed to another port. Mr. Morse handed over the charge of the Customs to Mr. Farago this morning.

DEARTH OF FOOD STUFF.

Food-stuff is dear all round. It has gone up some 30 per cent. compared with the same time last year. The cause of it is probably the consecutive bad crops of grains and sweet potatoes. Rice is now as dear as ever, notwithstanding the constant supply of it from Haiphong and Hongkong, by almost every steamer from these two ports, besides dry and sweet potatoes from Koochow and the Linchow peninsula which have arrived lately in large quantities by junk.

The crops of maize and Indian corn here, which a few days ago promised to be good, have been much damaged by a rain-storm. I hear, from districts and villages around, that next month's rice harvest will be a good yield, but until then the high price of this staple will

probably be kept firm, unless some large arrivals come in the meantime.

THE HEALTH OF THE PORT

Is all that could be wished. None of the epidemics usually present at this time of the year has appeared. The dreaded plague, which seldom or never forgets this port during Spring, is conspicuous by its absence.

CORRESPONDENCE.

TRAVELLING INCONVENIENCES IN KOWLOON.

TO THE EDITOR OF "THE DAILY PRESS."
Hongkong, 1st May.

SIR,—Some little time ago I read in your columns a letter from a correspondent who complained about the lack of completeness in the fittings of rickshas in Kowloon. I did not give the matter a second thought at the time, but I now wish to lend my support to the position taken up by your correspondent. I was one of many arriving at Kowloon by the ferry about nine o'clock this morning. It was raining—on of those nasty drizzles that Scotland is blamed for inventing—and at the ferry not a single ricksha was to be seen. Several ladies amongst the passengers had perforce to walk the muddy streets until they secured vehicles. I was in a similar plight, and when I eventually got into a ricksha I found there was no leather apron for protection against the elements, the result being that at the end of my journey I was just as wet as though I had traversed the streets in the rain. Now, why cannot the authorities exercise more efficient supervision over the rickshas in Kowloon? If the police inspector at Tsimshatsui Station were instructed to look after them, I am sure the grievance indicated would cease to exist and travellers in Kowloon pursue their avocations with some degree of comfort. Thanking you in anticipation,—Yours, etc.,

VOYAGEUR.

ARRESTING A CHINESE BEGGAR.

TO THE EDITOR OF THE "DAILY PRESS."
Hongkong, 3rd May.

SIR,—A shameful scene was witnessed this morning opposite the gate of the Italian Convent, where a poor Chinaman, who has only one leg and moves about on crutches, was inhumanly dragged along the street by an Indian constable in the direction of the police station for the heinous offence of alms-begging. The poor Chinaman, half frantic with fear and pain, begged the constable to release him, but the Indian was not to be moved, notwithstanding the protestations of some gentlemen who were standing by. Had not other constables appeared on the scene the probability is that the man would have been dragged the whole of the way to the Police Station.

I write this in the hope that the authorities will take such action as will insure us against a repetition of such shockingly inhuman scenes in the streets of a British Colony.—Yours, etc.,

HUMANITY.

P.S.—The number of Indian constables is 563.

TO THE EDITOR OF THE "DAILY PRESS."
Hongkong, 4th May.

SIR,—“Humanity” deserves credit for having brought to the notice of the public an act of shocking cruelty by one recognised by law as a guardian of the peace. In fact, in the eyes of civilisation the *nom de plume* “Humanity” assumes is consistent with the spirit in which he dealt with the brutal act reflecting utter shame and discredit on the Police force. To have dragged in the manner pointed out by “Humanity” a maimed human being—particularly when such dragging was the deed of the very man supposed and paid by the public to guard the peace—is repugnant in the extreme to the spirit of what is English. That constable No. 53 should be punished in an exemplary manner!—Yours faithfully,

A SOUTHERN CHINESE.

P.S.—Sikh, or what are locally known as Indian, constables are as a rule overbearing, and require, therefore, stricter discipline at the hand of the powers that be. Justice Hawkins on Policemen says “Policemen must be civil.”

THE STEAMSHIP SERVICE BETWEEN CANTON AND MACAO.

TO THE EDITOR OF THE "DAILY PRESS."
Hongkong, 5th May.

SIR,—May I be allowed in your columns to call attention to the present condition of the S.S. service between Canton and Macao?

The Hongkong, Canton, and Macao S.B. Co. at present have on their lines, firstly, the excellent steamers running between Hongkong and Canton ranging in tonnage from 2,260 (the *Futshan*) to 3,073 (the *Hankow*); and secondly the steamer running between Hongkong and Macao of some 2,000 tons (the *Heungshan*); all of which are in every way fitted and suitable for the lines on which they run. But the unwary traveller (I speak of those unacquainted with the vicinity of Hongkong) who arranges his excursion to Canton, returning via Macao, finds himself, on leaving Canton, reduced to a steamer (or perhaps “launch” would be a more suitable term) of some 200 tons register, in which he has the pleasing prospect of having to cross an absolutely open tract of sea to reach Macao. With even a slight East wind and swell, this crossing in the *Leungshan*—I speak from experience—is enough to cause the utmost discomfort to passengers, and with a strong East wind I should doubt the passage to be possible.

The passenger traffic, as is well known, is considerably less on this route than on the other two, but this fact cannot surely be sufficient to warrant the Company's continuing to ply such a craft on the most exposed crossing made by their steamers. The plea that the *Leungshan* has been running for some considerable time on this line is rather one in favour of a change being made, and it seems certainly time the Company should, by the provision of a somewhat larger steamer, put an end to a state of things which is unsatisfactory to the general public, and not altogether creditable to the Company themselves.—Yours, etc.,

A RECENT PASSENGER IN THE
“LEUNGSHAN.”

THE ROYAL HONGKONG YACHT CLUB.

The closing cruise and Ladies' Race took place on the 28th April. Owing to the strong wind accompanied by heavy rain squalls there was only a small turn-out and the Commodore decided to abandon the course in the eastern part of the harbour which had been decided upon and at quarter to three led his small fleet to Stonecutters.

Di-ne was flying eight winning flags but none of the others displayed their bunting, although *Vernon* might have hoisted nearly if not quite as many. *Alannah*, *Colleen*, *Erica* and *Doreen* were the only others out.

Much more favourable conditions in the weather were found at Stonecutters where their was no rain and a nice sailing breeze. A course was laid twice round Stonecutters leaving the Island to port, and a start made at a quarter to four. *Vernon* was sailed by Mrs. Robinson, *Dione* by Miss Stella May; *Alannah* by Mrs. Slade; *Colleen* by Mrs. Hastings; *Erica* by Mrs. Denison; and *Doreen* by Mrs. Baker Brown, the handicap being as previously advertised. *Alannah* got the best of the start, but a misapprehension existing on board as to the state of the tide she threw away her advantage by luffing up till she got close under Stonecutters. *Dione* and *Colleen* being both on her weather were thereby forced out of their course and eventually the three boats got somewhat hung up under the land. It the meantime *Vernon* and *Erica* steering a good course got away. *Vernon* was first round the West end of Stonecutters and, sailed in first class style by Mrs. Robinson, soon strung out a substantial lead. A good race now ensued between *Dione* and *Colleen*, the latter having got away in rounding the West end of the Island. Both boats were sailed in a manner which did great credit to those at the helm, but *Dione* soon established her superiority and shook off her rival. On the second time round *Alannah* made rather closer acquaintance than was agreeable with a submerged rock, and a fast-sailed race ended in favour of *Vernon* with *Dione* second and *Colleen* third. *Vernon* showed

very fine form and sailed his throughout the race, and Mrs. Robinson is to be heartily congratulated on this her second win. Miss Stella May sailed so well that the ladies of the Club will have to look to their laurels when next they meet her with a tiller in her hand.

A successful season was thus brought to a close, the prizes, three in number, being presented to the winners after the race by Mrs. F. H. May.

We hope that next season the Royal Hongkong Yacht Club will have more ladies' races. The Club, as the two races this season have shown, possesses some helmswomen of no mean calibre and they should be given more opportunity to show their capabilities.

H. K. V. CORPS.

GOVERNOR'S SHIELD.

The annual competition for the Governor's Shield, open to members of the Volunteer Corps, took place at Tai Hang range on Saturday. The following were the scores:—

LEFT HALF NO. 1 COMPANY.—LATE "B" CO.				
	200	400	500	Total
Sergt. J. Marshall	28	33	27	88
Sergt. Penning	31	23	29	83
Gunner Rogers	19	28	22	79
Gunner C. Strike	28	30	19	77
Bomb. D. Cameron	28	26	22	76
Gunner R. Stewart	31	21	23	75
Bomb. Hedge	25	28	21	74
Corpl. C. Ormsby	20	13	24	57

Total ... 220 202 187 609

LEFT HALF NO. 2 COMPANY.				
	200	400	500	Total
Lieut. G. P. Lammert	30	29	29	88
Sergt. Gloyn	28	28	28	84
Sergt. Andrew	27	22	23	72
Gunner Horley	25	23	13	61
C. S. M. D. J. Mackenzie	19	22	4	45
Lieut. W. M. Scott	21	22	15	58
Corpl. Gidley	26	23	28	77
Corpl. Shoolbred	28	26	23	77

Total ... 204 195 163 562

RIGHT HALF NO. 1 COMPANY.				
	200	400	500	Total
Gunner G. Duncon	24	27	4	55
Capt. D. Macdonald	25	27	21	73
Gunner Alves	19	23	25	67
Gunner Abraham	19	22	21	62
Gunner Bain	20	24	18	62
Gunner J. F. C. Macdonald	21	28	26	75
Sergt. W. Stewart	25	21	21	67
Gunner Cross	19	17	14	50

Total ... 171 189 150 510

ENGINEER COMPANY.				
	200	500	600	Total
Capt. R. Mitchell	12	22	15	49
Corpl. Crawford	19	14	0	33
Sergt. J. Parkes	8	24	18	50
Sap. Varcoe	19	21	0	40
Sap. Brown	19	9	13	41
Corpl. Lapsley	28	26	20	74
Sap. Russell	21	16	4	41
Lieut. W. A. Crake	8	8	8	24

Total ... 134 147 78 352

V.R.C.'S SMOKING CONCERT.

Realising expectations, the smoking concert held on Saturday evening in the gymnasium of the Victoria Recreation Club proved to be a most enjoyable function. Accommodation had been provided for about 260 people, and when the concert began not a seat was unoccupied and late arrivals had to be content with standing room. Before the programme was discussed Mr. R. H. B. Mitchell, Hon. Treasurer, said that in the absence of the Hon. Secretary, H.E. Sir H. A. Blake, and the Chairman, Hon. F. H. May, he had been asked to take the chair, and had very much pleasure in doing so. They all knew that the typhoons last year were very disastrous to the Club, and when the gymnasium was blown down the question arose—Should they erect another one? The points were carefully discussed, and the Committee were unanimous that the gymnasium was necessary. The work was at once put in hand, and their being there on the present occasion was sufficient proof it had been carried out effect-

nally. There was only one thing wanting, and that was for members to make more use of the Club. They had a good resident membership and able men amongst them, but they wanted those able men to take all possible interest in the various sports and to assist new members to participate. The Hon. Secretary, Mr. Frank White, had worked very hard during the past twelve months. He had tried in every available way to attract the members, and the approaching season was being looked forward to as a record one. Mr. Mitchell concluded by declaring the gymnasium open, and resumed his seat amidst cheers.

The concert opened with an overture by the orchestra, 14 strong and under the conductorship of Mr. L. R. Ruchwaldy who was entirely responsible for the programme. The piece was nicely played, and drew hearty applause. Mr. G. H. Ruby followed with a song, "Three Women to Every Man," which in turn was succeeded by a banjo solo, the player, Mr. H. Shoolbred, making a hit at once. "The Carnival" was sung by Mr. J. H. Oxberry, whose voice suffers from lack of training. A piccolo solo by Mr. C. D. Silas was well executed, and a capriccio rendering of Monckton's "Under the Deodar" was given by Mr. F. G. Whittick. A cello solo by Mr. G. Koenig had sympathetic treatment at the performer's hands, and a solo on the violin by Mr. F. C. Barlow had to be repeated in response to calls for an encore. Comic songs by Mr. H. S. Spurge and Mr. R. G. Heckford, who made a very good impression, brought the first part of the programme to a close.

Several new artistes figured in the second part. Of these the most successful, judging from the reception he received, was Mr. Burnett, a really clever comedian. Mr. Ruchwaldy delighted his audience by a legerdemain exhibition of undoubted merit, and Mr. W. Anderson made a very favourable appearance as an oboe soloist, a clarionette solo by Mr. A. S. Tuxford being also nicely rendered. Mr. Whittick sang again, "The Bedouin's Love Song" this time, and Mr. Koenig played another cello solo. Mr. W. T. Burgess, who is not unknown in amateur circles in the Colony, impersonated some celebrities of the variety stage, and Mr. M. Silas told all about "The Little Mademoiselle" in a comic song.

Prior to the singing of the "National Anthem," Mr. Mitchell thanked the performers for their individual contributions to the programme and the visitors for turning out in such gratifying numbers. It was on the tapis that another concert should be held soon. "Success to the V. R. C." was pledged, and cheers for Mr. Mitchell and Mr. White, who had worked zealously to ensure the success of the concert, terminated the proceedings.

LONDON COLLEGE OF MUSIC.

We have received from Mr. E. Ralphs, Hon. Secretary of the Hongkong centre of this College, the results of an examination recently held in the Colony. The examiners were Mr. A. G. Ward, organist of St. John's Cathedral, Mr. A. Galluzzi (formerly of the Royal Conservatoire of Music, Rome), and, in Theory, Dr. Karn, Mus. Soc.

The following is a list of the successful candidates:—

PIANOFORTE PLAYING.

Advanced Senior.	
Eliz. Best	Honours
A. M. Lee Lun	Honours
Senior.	
G. Brotherton Harker	Honours
E. Querubin	1st Class
Intermediate.	
R. Watling	1st Class
Edith B st	2nd Class
Elementary.	
J. Munoz	1st Class
E. Camara	2nd Class
M. Romers	2nd Class

THEORY.

Junior Honours.	
G. Harker	Pass
Junior Pass.	
E. Querubin	Honours
R. Watling	Pass

The "Belillios Medal" is awarded to Miss G. Brotherton Harker, who obtained the highest total of marks in practical and theoretical

music. A prize is awarded to Miss G. Munoz, who obtained highest marks in the elementary section of pianoforte playing. All the above were taught at the Italian Convent, with the exception of Miss Harker, who was a pupil of Mr. Ward.

MISCELLANEOUS.

Tientsin celebrated St. George's Day by a grand Fancy Dress Ball.

We learn that the Chinese Viceroy has withdrawn the prohibition on the export of cattle from Wuchow.

The *Amur Gazette* complains bitterly of the economic crisis in Manchuria where Russian trade is declared to have diminished two-thirds since 1900.

The Filipino Labour Union has adopted a proposal to offer a premium of \$100 in local currency for the Filipino servant who shall prove to be best entitled to it by reason of faithful and efficient service.

The Japanese Government is spending something like thirty thousand taels on rebuilding in its concession at Soochow. There are at present very few houses upon this concession and small chance of the building any new ones built, says a correspondent.

A steward on the P. & O. steamer *Coromandel* was charged last week at Shanghai with stealing a circular note of the value of \$25. The accused said he found the note behind a bunk when cleaning out a cabin after the passengers had left. Accused was given an excellent character and the magistrate discharged him with a caution.

The Indo-China S.S. Co.'s steamer *Kutsang* (2,800 tons) has been sold to Mr. Harada of Osaka and is now in dock at Kobe. Her new name will be the *Kisai Maru* and she will be placed on the North China run this month. The Norwegian steamer *Skrumstad* (1,400 tons), the vessel which was sunk in Hongkong harbour last year, has also been sold to a Japanese for the same service.

Shortly before the beginning of the Easter Holidays the German Government brought in a motion in the Imperial Parliament to the effect that the time of service of such German post and telegraph officers who are employed in East Asia, outside the Kiaochow Settlement, shall in the matter of promotion or pensioning be counted double, such as is the case with the German officers who are employed in Kiaochow and other over-sea German territories. If a German post or telegraph officer thus has served 10 years in China these 10 years in view of the above order will count as 20 years.

In the Canadian Parliament recently Sir Wilfrid Laurier introduced a Bill to increase the poll-tax on Chinese immigrants from \$100 to \$50. This is tantamount to prohibition. The Prime Minister said that the question of immigration of Japanese into Canada had been settled by Japan prohibiting immigration to Canada. As to the idea of Japan revoking this order, Sir W. Laurier said:—"We have assurances, through the Japanese Consul, that there is not the slightest intention on the part of the Japanese Government to revoke its present order." This settles the question of Chinese and Japanese immigration as far as Canada is concerned.

Among the passengers who left Shanghai by the O. and O. S.S. *Coptic*, says the *N. C. Daily News*, were two very old China hands—Messrs. J. P. Roberts and A. McLeod. Mr. Roberts first arrived in Shanghai on the 3rd of April, 1854, and settled down in China in 1862, since when he has only been home once, and then only for the short period of four months. Mr. McLeod first set foot here in 1875 and he too has only been home on one occasion since then. A large crowd of residents assembled on the jetty to wish these gentlemen bon voyage, including some very old hands, some of whom had been in China more than 40 years, and many who could boast of more than 30 years residence here. Mr. Mollen is chairman of the Fire Commission, and the officers of the Fire Brigade were amongst those who assembled at the jetty to see him off. Chief-Engineer Kahler, on behalf of the Brigade, presented Mr. McLeod with a very pretty basket of flowers, at the same time wishing her and her husband a pleasant holiday and safe return.

COMMERCIAL

SILK.

Canton, 2nd April.—Exports.—Fifature.—A dull and depressed tone has characterised the market throughout the fortnight. The weather so far is very favourable for the First Crop. The leaves are unusually advanced and plentiful and the expectation of a full yield has influenced holders to realise the balance of their season's stocks. The weaker tendency reported in our last has developed into a steady decline, and the whole range of values shows a heavy drop on quotations of that date, discounted, however to some extent by an advance of 2 per cent. in exchange. The stock on offer is now very small and sales made show great irregularity in prices, according to individual sellers. Under present conditions the subjoined quotations must be taken as nominal. Sales include:—Sam Yue Yee 9/11 at \$1,020, Quan Wo On 9/11 at \$1,010, Kwong Shun Cheong 11/13, at \$1,005, Yee Wo Loong 10/11 at \$1,000, Gold Dragon and Kai Sun Cheong 13/15 at \$975/970, Yut Cheong Wo, Nam Chan 10/12 at \$960, Kai Cheong Loong 10/12 at \$950. In coarse sizes, Wai King Wo 18/22, after opening at \$910, sold at \$870 and has since cleared out at \$840. King Wo Cheong 18/20 has been done at \$840. The last day or two there is more interest apparent amongst European buyers, which rumour attributes to prejudicial crop weather in Italy. There are, however, few desirable lots now obtainable. Arrivals of First Crop Silk will commence in another fortnight or so. Shortreels.—The American trade remains quite lifeless, Kwong Shun Cheong 14/16 has been done at \$950, after selling previously at \$990, and Heen Kee 14/16 is reported as sold at \$910. The season is practically finished as far as these sorts are concerned. Waste Silk.—Some settlements of Steam were effected early in the fortnight at \$139 for Extra Selected opened, but latterly advancing Exchange has put buyers out of the market. Not much old season's stock is now left and in view of the fact that fresh supplies will only come in with the second and subsequent Crops, holders are in a hurry to give way on present prices.

CAMPHOR.

Hongkong, 8th May.—No arrivals.

SUGAR.

Hongkong, 8th May.—The position of the market is the same as when last reported.

Sheklong, No. 1, White.....	\$8.35 to \$8.40	pel.
Do. " 2, White.....	7.40 to 7.45	"
Sheklong, No. 1, Brown.....	6.10 to 6.15	"
Do. " 2, Brown.....	6.00 to 6.05	"
Swatow, No. 1, White.....	8.20 to 8.25	"
Do. " 1, White.....	7.25 to 7.30	"
Do. " 1, Brown.....	5.85 to 5.85	"
Do. " 2, Brown.....	5.75 to 5.80	"
Foochow Sugar Candy.....	12.20 to 12.25	"
Sheklong ".....	10.50 to 10.55	"

RICE.

Hongkong, 8th May.—There is no change in the prices.

Saigon, Ordinary.....	\$3.55 to 3.60
" Round, Good quality.....	5.25 to 5.30
" Long.....	5.40 to 5.45
Siam, Field mill cleaned, No. 2.....	4.05 to 4.10
" Garden, " No. 1.....	4.25 to 4.30
" White, ".....	5.80 to 5.85
" Fine Cargo.....	5.75 to 5.80

COALS.

Hongkong, 8th May.—Sales of 1,200 tons Cardiff at \$20.50 ex ship. Small sales of Japanese. Cardiff.....\$20.50 to \$21.00 ex ship nominal. Australian \$10.00 to \$11.00 nominal. Yubari Lump.....\$12.00 to \$12.25 ex ship. Miiki Lump.....\$11.00 to \$12.00 ex ship, nominal. Moji Lump.....\$8.50 to \$10.00 ex ship, steady.

COTTON.

Hongkong, 8th May.—Owing to no demand prices have receded \$1, market closes very quiet. Stock, about 4,300 bales.

Bombay.....	22.50 to 23.50	picul
Bengal (New), Rangoo.....	24.00 to 26.00	"
and Dacca.....	27.00 to 28.00	"
Shanghai and Japanese.....	27.00 to 28.00	"
Tungchow and Ningpo.....	27.00 to 28.00	"

Sale 1—125 bales.

YARN.

Mr. P. Eduljee says in his Report, dated Hongkong 8th May.—The dullness alluded to in last report has been more pronounced and a change for the worse has overtaken this market. The violent fluctuations in exchange have dislocated trade generally, and it is now impossible to do business except at a considerable reduction on last quotations. Owing to the recent rise in

Rupce rates all orders from the country have been cancelled, and export for trifling urgent requirements dealers have left buying severely alone. In revising our quotations, an all round decline of about \$5 per bale may be noted; even these prices are difficult to obtain and in the near future we fully expect to see a lower range of values ruling. Receipts during the interval have considerably exceeded the offtake, and making every allowance for contract goods, our estimate of stock shows a very heavy increase on last figures. The market closes quiet and depressed.

Local Manufacture.—Has suffered in sympathy with the imported article and sales of about 850 bales No. 10s. at a decline of \$2 to \$3 per bale are reported.

Japanese Yarn.—Have shared the general depression, the total business of the fortnight amounting to about 400 bales No. 20s. at from \$182 to \$127.

Raw Cotton.—There is no relief in the continued quietness of this article. Country orders are trifling, our Mill is not in evidence, and Japan and Shanghai offer no inducement for export and altogether a blank fortnight has been experienced in both Indian and China kinds. Stocks are estimated at about 5,000 bales Indian and 500 bales (small) Chinese. Quotations are Bengal \$2 to \$24 and China \$25 to \$27.

Exchange on India has fluctuated wildly in sympathy with the values of silver. Telegraphic Transfers touched as high as 129, in the early portion of the fortnight receding immediately to 126, from which it subsequently rallied and advanced up to 128, but has again commenced to decline and closes weak to-day at Rs. 126, and Rs. 126 for Post. On Shanghai 71 and on Yokohama 82.

Advices from Shanghai up to the 26th ultimo report a very quiet and weak market in imported yarns in consequence of the recent violent fluctuations in exchange, prices having receded three to four Taels per bale both in Indian and Japanese descriptions and business being limited to about 250 bales each during the week. The stock of Bombay yarn was estimated about 40,000 bales. There was nothing being done in local threads.

MISCELLANEOUS EXPORT.

Per P. & O. steamer *Socotra*, sailed on the 30th April. For Glasgow:—13 cases Woodware. For London:—7071 bales hemp, 2 cases cigars, 170 boxes tea, 110 bales feathers, 1 bundle mats, 3 cases Chinaware, 6 cases woodware, 610 rolls mats, 1 case clock, 40 cases private effects, 2 bales China grass, 36 cases preserves, 96 drums paint, 3 pkgs. sundries.

CLOSING QUOTATIONS.

FRIDAY, 8th May.

EXCHANGE.

ON LONDON.—	
Telegraphic Transfer.....	1/8 3/4
Bank Bills, on demand.....	1/8 1/4
Bank Bills, at 30 days' sight.....	1/8 1/4
Bank Bills, at 4 months' sight.....	1/8 1/4
Credits, at 4 months' sight.....	1/8 1/4
Documentary Bills, 4 months' sight.....	1/8 1/4
ON PARIS.—	
Bank Bills, on demand.....	212
Credits 4 months' sight.....	216
ON GERMANY.—	
On demand.....	173
ON NEW YORK.—	
Bank Bills, on demand.....	41 1/2
Credits, 60 days' sight.....	41 1/2
ON BOMBAY.—Telegraphic Transfer.....	
Bank, on demand.....	126 1/2
ON CALCUTTA.—Telegraphic Transfer.....	
Bank, on demand.....	126 1/2
ON SHANGHAI.—Bank, at sight.....	
Private, 30 days' sight.....	71 1/2
ON YOKOHAMA.—	
On demand.....	82 1/2
ON MANILA.—	
On demand.....	par
ON SINGAPORE.—	
On demand.....	nominal
ON BATAVIA.—	
On demand.....	102
ON HAIPHONG.—	
On demand.....	3 p.o. pm.
ON SAIGON.—	
On demand.....	2 1/2 p.o. pm.
ON BANGKOK.—	
On demand.....	61
SOVEREIGNS, Bank's Buying Rate.....	\$11.70
GOLD LEAF, 100 fine, per tael.....	61.75
BAR SILVER, per oz.....	24 1/2

VESSELS ON THE PERTH.

FOR ANTWERP.—*Wakasa Maru*, *Jason*, *Alcinous*, *Antenor*.
 FOR LONDON.—*Jason*, *Coromandel*, *Shanghai*, *Patroclus*, *Wakasa Maru*, *Calchas*, *Alcinous*, *Antenor*.
 FOR LIVERPOOL.—*Agamemnon*, *Hygon*.
 FOR NANTES.—*Alcinous*, *Jason*, *Antenor*, *Wakasa Maru*.
 FOR BREMEN.—*Bayern*, *Segovia*.
 FOR HAVRE AND LAMBERG.—*Segovia*, *Strasbourg*, *Saonia*, *Suevia*, *Nurnberg*.
 FOR GENOA.—*Agamemnon*, *Hygon*.
 FOR TRIESTE.—*China*.
 FOR NEW YORK.—*Sagami*, *Pembrokeshire*, *Nubia*, *Heathford*.
 FOR MANZANILLO, MEXICO AND SAN FRANCISCO.—*Lothian*.
 FOR VICTORIA, B.C.—*Victoria*, *Ajas*, *Iyo Maru*.
 FOR VANCOUVER.—*Empress of Japan*, *Athenian*.
 FOR PORTLAND (OR.)—*Indrapura*.
 FOR AUSTRALIAN PORTS.—*Tsinan*, *Kasuga Maru*.
 FOR BOMBAY, VIA SINGAPORE AND COLOMBO.—*Kinkiu Maru*, *Kagoshima Maru*.
 FOR BOMBAY, VIA SINGAPORE AND PENANG.—*Ischia*.
 FOR SINGAPORE, PENANG AND CALCUTTA.—*Laisang*.

SHARE REPORTS.

HONGKONG, 8th May, 1913.—Since date of our last the market has ruled rather quieter although a fair business has been transacted at steady rates. The Race holidays in Shanghai and the low exchange ruling between the two ports has hampered business to some extent.

BANKS.—Hongkong and Shanghai have changed hands at \$675 in small lots closing steady at that rate. Nationals remain unchanged and without business at quotations.

MARINE INSURANCE.—China Traders after small sales at \$60 are in further demand at that rate. Cantons have found buyers at \$167 1/2 and close with further buyers. Unions have declined to \$530 without sales and are on offer at that rate at time of closing. Yangtzes have been enquired for at Tls. 128 and small sales at that rate have resulted. North Chinas are enquired for at Tls. 200 to 205.

FIRE INSURANCES.—Hongkong have changed hands at \$310 and \$307 1/2 closing at the former rate. Chinas have found buyers at \$83.

SHIPPING.—Hongkong, Canton and Macao owing to rumours of more opposition on the river have ruled weak and sales have been effected as low as \$37 1/2, at which rate the market closes with probable sellers. Douglasses have also declined and after small sales at \$42 and \$41 have been negotiated at \$40 1/2. Indo-Chinas continue quiet and with the exception of small cash sales at \$108 and forward for July at \$109, no business has been reported. Chinas and Manilas are neglected at \$26, which must be considered more or less a nominal quotation. Old Star Ferries have been placed at \$27 1/2 and \$28, and new at \$15 1/2, the latter closing with buyers. Shell Transports have been the medium of a fair business at 26/6 and at about equivalent rates on time, market closing rather weaker with sellers at 27/-.

REFINERIES.—China Sugars have been placed at \$109 1/2 and \$110 cash closing with sellers. Luxtons remain unchanged and without business.

MINING.—Punjoms have ruled much quieter with sellers and no buyers or sales at quotations. Raubs after sales at \$11 1/2 close on offer at \$11. Nothing further under this heading to report.

DOCKS, WHARVES and GODOWNS.—Hongkong and Whampoa Docks have advanced to \$217, whilst sales are reported at \$215, \$216 and \$217 1/2 for cash and at \$225 and \$226 for August; market closes steady at quotations. Hongkong and Kowloon Wharves have declined to \$92 without sales, closing with sellers at that rate. New Amoy Docks are enquired for at the advanced rate of \$40. Farnhams have changed hands at \$187 1/2, \$183 1/2 and \$190 closing at the first named rate.

LANDS, HOTELS & BUILDINGS.—Hongkong Lands have advanced on small buying orders to \$170, at which the market closes steady. West Points after small sales at \$53 have declined to

\$52. Hotels close a little weaker at \$149 after being on offer all the week at \$150. Small sales of Orientals at \$27½ are reported. Humphreys have found further buyers at \$12½, closing steady.

COTTON MILLS.—The only change to report since last quotations is in Internationals which have declined to \$33 with sellers.

MISCELLANEOUS.—Green Islands are still in request at \$23, at which some small sales have been effected. (China Borneo, Electric, United Asbestos and China) Providents have found buyers at quotations. Watsons have been dealt in at \$15 and \$15½ and Watkins at \$7½.

Closing quotations are as follows:—

COMPANY.	PAID UP	QUOTATIONS.
Banks—		
Hongkong & Shanghai	\$125	\$675, sales
Natl. Bank of China		L'don, £63.
A. Shares	28	\$25½, buyers
B. Shares	28	\$25½, buyers
Foun. Shares	41	\$10, sellers
Bell's Asbestos E. A.	41	\$3½, buyers
Campbell, Moore & Co	\$10	\$40, sellers
China-Borneo Co., Ltd	\$12	\$114, sellers
China Light & Power Co., Ltd.	\$20	\$2.
China Prov. L. & M.	\$10	\$9.75, buyers
China Sugar	\$100	\$110, sellers
Cigar Companies—		
Alhambra Limited	\$500	\$350, sellers
Philippine Tobacco Invest. Co., Ltd.	\$50	\$18.
Cotton Mills—		
Ewo	Tls. 100	Tls. 39, sellers
International	Tls. 75	Tls. 39, sellers
Laou Kung Mow	Tls. 100	Tls. 45.
Soychee	Tls. 500	Tls. 180.
Hongkong	\$100	\$16, buyers
Dairy Farm	\$8	\$11, buyers
Fenwick & Co., Geo.	\$25	\$50, sellers
Green Island Cement	\$10	\$23, buyers
H. & C. Bakery	\$50	\$40.
Hongkong & C. Gas.	\$10	\$140, buyers
Hongkong Electric	\$10	\$14, sellers
H. H. L. Tramways	\$100	\$7½, buyers
Hk. Steam Water boat Co., Ltd.	\$10	\$13, buyers
Hongkong Hotel	\$50	\$149, sellers
Hongkong Ice	\$25	\$24.
H. & K. Wharf & G.	\$50	\$92, sellers
Hongkong Rope	\$50	\$122½.
H. & W. Dock	\$50	\$217.
Insurance—		
Canton	\$50	\$167½, buy. & sales
China Fire	\$20	\$83, buyers
China Traders'	\$25	\$60, buyers
Hongkong Fire	\$50	\$310.
North China	\$25	Tls. 200, buyers
Straits	\$20	\$1, nominal
Union	\$100	\$530, sellers
Yangtze	\$60	\$128, buyers.
Land and Building—		
Hongkong Land Inv.	\$100	\$170.
Humphreys Estate	\$10	\$124, buyers
Kowloon Land & B.	\$30	\$40.
West Point Building	\$50	\$52.
Luzon Sugar	\$100	\$124, sellers
Manila Invest. Co., Ltd.	\$50	\$15, buyers
Mining—		
Charbonnages	Ecs. 250	\$600, sellers
Jebeu	\$5	\$14, buyers
Punjom	\$10	\$3, sellers
Do. Preference	\$1	35 cents, sellers
Baubs	18	\$104, sellers
New Amoy Dock	\$84	\$40, buyers
Oriente Hotel, Manila	\$50	\$274, sales
Powell, Ltd.	\$10	\$10.
Robinson Co. Piano, Ltd.	\$50	\$50.
Steamship Coys.—		
China and Manila	\$50	\$26.
Douglas Steamship	\$25	nominal
H., Canton and M.	\$50	\$41, sellers
Indo-China S. N.	\$15	\$374, buyers
Shel Transport and Trading Co.	\$10	\$108, sellers
Star Ferry	\$1	\$1.6s.0d., buy.
Star Ferry	\$10	\$28, sellers
Tebrau Planting Co.	\$5	\$15½, buyers
United Asbestos	\$5	nominal
Do.	\$4	\$9, sales & sellers
Universal Trading Co., Ltd.	\$10	\$155.
Watkins Ltd.	\$5	\$23, buyers
Watson & Co., A. S.	\$10	\$74, sellers
	\$10	\$15½, buyers

VERNON & SMYTH, Brokers.

SHANGHAI, 30th April (from Messrs. J. P. Birset & Co.'s Report). Business for the week under review has been fairly active, and prices generally have been maintained with exception of Maatschappij, &c., in Langkats, which experienced a steady fall towards the April Settlement which is to be completed to-day. This fall we consider is entirely due to the stringency of money at present; this stringency is to be accounted for by the rapid rise in sterling Exchange, causing a demand for funds which were lying here at short call for transmission home. On the 23rd T. T. on London was quoted 2/8 and rates rose steadily to the 29th when the T. T. rate reached 2/4. 7/8. The Settlement will, we think, pass off satisfactorily. **BANKS.**—Nationals are wanted at \$25. **MARINE INSURANCE.**—Yangtzes steady at quotations. **SHIPPING.**—Shanghai Tug Boats. We have no business to report in this stock. Cargo Boats.—Sales are reported at Tls. 165 and 162½. **DOCKS AND WHARVES.** Farnham, Boyd & Company, Limited.—A considerable business has been done during the week. The market opened on the 23rd at Tls. 190 for cash, 195, 197½ for June. On the 24th cash and settlement shares were dealt in at 180, 187½ and 185, with sales for June at 195, for May at 182½. On the 25th a sale for cash was reported at 185. On the 27th cash and April Settlement shares at 186, 1/4 and 185. On the 28th at 187½ and 186½. On the 29th at 186½. The market closes with buyers at 187½. Shanghai and Hongkew Wharves, business has been done at Tls. 295. **MINING.**—Weihaiwei Golds have again found purchasers at \$11. Chinese Engineering & Mining Co. Bearer scries have been sold at Tls. 7.65. **LANDS.**—Shanghai Lands have again changed hands at Tls. 112. **INDUSTRIAL.**—Cotton shares no business reported. Shanghai Gas.—Business has been done at Tls. 112. Langkats. Although the volume of business in this stock has not been great, a large number of transactions are reported. The market opened on the 24th with sales for cash at Tls. 345 and 340, 355 June, 362½ July, 365 August. On the 24th cash shares changed hands at 342½, 342½ Settlement, 352½, 355 June, and 360/365 July. On the 25th cash and Settlement Shares were placed at 342½ and 340, and 247½ for May. On the 27th, 352½/345 June, and 360 for August. On the 28th at 385 and 380 for the Settlement. On the 29th at 330 and 325 for cash, 320 for May. 345/340 for June and 345 July. To-day cash shares are wanted at 320 with sellers at 325. Buyers for June at 335. Shanghai Sumatras. Sales are reported at Tls. 61, 61½, 61.30 and 60. **STORES AND HOTELS.**—Hall & Holtz have been placed at \$38. Weeks at \$24. Astor House Hotel at \$29 and 30. Hotel des Colonies Tls. 17, and Central at \$27. **MISCELLANEOUS.**—No business is reported under this heading. **LOANS.**—The only business reported is in Shanghai Land 6 per cent. Debentures at Tls. 103 plus accrued interest.

TONNAGE.

HONGKONG, 8th May.—During the period under review, freights have further declined. From Saigon to this, 19 cents was paid for a ready medium sized carrier, but only 17 cents per picul is now obtainable, cargo consisting principally of rice flour; to one port Philippines, 30 cents per picul last; to Java and Japan, no enquiry. Wuhu to Canton, 24 cardareens per picul offered. Newchwang to Canton, 25 cents per picul; to Amoy, 29 cents per picul last. Coal freights are weak. From Moji to Hongkong, \$1.95 last and tonnage now freely offering at \$1.85; to Singapore, \$2.25 per ton. Sailing vessels.—The Swedish barque Dhawar has been chartered to load here for New York at \$1,850 and the British barque Forthbank for Callao at \$2,000 in full. Six sailing vessels disengaged in port registering 9,312 tons. The following are the charters:—

Dhawar—Swedish barque, 1,271 tons, hence to New York, \$1,850 in full.

Forthbank—British barque, 1,332 tons, hence to Callao, \$2,000 in full.

Karin—Swedish steamer, 698 tons, Newchwang to Canton, 26 cents per picul.

An Indo-China S. N. Co.'s steamer, Newchwang to Canton, 25 cents per picul.

Kwangse—British steamer, 1,240 tons, Newchwang to Canton, 25 cents per picul.

Sullberg—German steamer, 782 tons, Newchwang to Amoy, 29 cents per picul.

Petrarch—German steamer, 1,252 tons, Wuhu and/or Chinkiang to Canton, 22 cardareens per picul.

Hansa—German steamer, 1,201 tons, Wuhu and/or Chinkiang to Canton, 22 cardareens per picul.

Triumph—German steamer, 780 tons, Wuhu and/or Chinkiang to Canton, 24 cardareens per picul.

Rossija—Russian steamer, 1,315 tons, Wuhu and/or Chinkiang to Canton, \$12,250 in full.

Progress—Russian steamer, 842 tons, hence to Tourn and Canton, \$2,750 lump sum.

Triglav—Austrian steamer, 618 tons, Tourn to Hongkong, \$2,600 lump sum.

Guthrie—British steamer, 1,494 tons, Wuhu and/or Chinkiang to Canton, \$12,500 in full.

Benlarig—British steamer, 1,453 tons, Wuhu and/or Chinkiang to Canton, \$12,000 in full.

Sikh—British steamer, 3,216 tons, Moji to Singapore, \$2.30 per ton.

Benarty—British steamer, 3,499 tons, Moji and/or Kuchinotzu to Singapore, \$2.25 per ton.

Taurus—Norwegian steamer, 1,367 tons, Moji to Hongkong, \$1.95 per ton.

China—German steamer, 1,093 tons, hence to Saigon (40,000 piculs kerosene), 15 cents per case.

Holstein—German steamer, 1,103 tons, Saigon to Hongkong, 16 cents per picul.

Anna—Norwegian steamer, 773 tons, Saigon to Hongkong, 16 cents per picul.

China—German steamer, 1,093 tons, Saigon to Hongkong, 17 cents per picul.

Chunshau—British steamer, 1,282 tons, Saigon to Hongkong, 17 cents per picul.

Taichong—German steamer, 939 tons, Saigon to Hongkong, 17 cents per picul.

M. Struve—German steamer, Saigon to Hongkong, 19 cents per picul.

Else—German steamer, 903 tons, Saigon to one port Philippines, 30 cents per picul.

Bjorn—Norwegian steamer, 724 tons, Iloilo to Yokohama or Kobe, 30 cents per picul.

An Indo-China S. N. Co.'s steamer, three ports north coast Java, to one port 41 cents, two ports Japan, 44 cents per picul.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

May—	ARRIVALS.
1.	Amara, British str., from Foulaya.
1.	Anamba, Danish str., from Canton.
1.	Apeurade, German str., from Haiphong.
1.	Clara Jebeen, German str., from Canton.
1.	Fukuoka Maru, Japanese str., from Moji.
1.	Guthrie, British str., from Australia.
1.	Haitan, British str., from Amoy.
1.	Pierre Antonie, Fr. bq., from New York.
1.	Pronto, Russian str., from Canton.
1.	Rosetta Maru, Japanese str., from Manila.
1.	Sabine Rickmers, Br. str., from Singapore.
1.	Suevia, German str., from Hamburg.
1.	Whampoa, British str., from Canton.
2.	Anping Maru, Jap. str., from Coast Ports.
2.	Bogator, Russian cruiser, from Singapore.
2.	Boiky, Russian torp.-bt., from Saigon.
2.	Bourne, Rus. torp.-bt., from Singapore.
2.	Devawongse, German str., from Bangkok.
2.	Emma Luyken, German str., from Saigon.
2.	Hailan, French str., from Pakhoi.
2.	Koun Maru, Japanese str., from Kobe.
2.	Maria Valerie, Aust. str., from Shanghai.
2.	Rossija, Russian str., from Hongay.
2.	Sungkiang, British str., from Manila.
2.	Tartar, British str., from Vancouver.
3.	Borg, Norwegian str., from Bangkok.
3.	Fausang, British str., from Swatow.
3.	Formosa, British str., from Tamsui.
3.	Hansa, German str., from Canton.
3.	Kwangtah, Chinese str., from Shanghai.
3.	Kwongsang, British str., from Canton.
3.	Pitsanulok, German str., from Saigon.
3.	Tsurugisan Maru, Jap. str., from Moji.
3.	Verna, German str., from Kuchinotzu.
3.	Wakamatsu Maru, Jap. str., from Moji.
3.	Yarra, French str., from Shanghai.
4.	Afridi, British str., from Japan.
4.	Australian, British str., from Kobe.
4.	Pombay, British str., from Singapore.
4.	Hikosan Maru, Jap. str., from Kotsu.
4.	Ischia, Italian str., from Bombay.
4.	Korea, Amr. str., from San Francisco.
4.	Laisang, British str., from Calcutta.
4.	Lyemmoon, German str., from Shanghai.
4.	M. Jebsen, German str., from Haiphong.
4.	Sishan, British str., from Saigon.
4.	Triumph, German str., from Newchwang.
4.	Tainan, British str., from Australia.
4.	Yuensang, British str., from Manila.
4.	Zieten, German str., from Bremerhaven.

5. Ailes Craig, British str., from Moji.
 5. Doyo Maru, Japanese str., from Chinkiang.
 5. Empress of Japan, Br. str., from Vancouver.
 5. Glenfalloch, British str., from Straits.
 5. Halmun, British str., from Coast Ports.
 5. Hermes, Norwegian str., from Canton.
 5. Hunan, British str., from Shanghai.
 5. Kowloon, German str., from Wuhu.
 5. Mongkut, German str., from Bangkok.
 5. Phranang, German str., from Bangkok.
 5. Salazie, French str., from Marseilles.
 5. Thebis, British str., from Saigon.
 5. Wingsang, British str., from Wuhu.
 6. Dagmar, Norwegian str., from Quinhon.
 6. Daijin Maru, Japanese str., from Tamsui.
 6. Germania, German str., from Samarang.
 6. Hue, French str., from Haiphong.
 6. Huron, British str., from Moji.
 6. Kansu, British str., from Shanghai.
 6. Kawachi Maru, Jap. str., from London.
 6. Loksang, British str., from Hankow.
 6. Serbi, German str., from Shanghai.
 6. Tientsin, British str., from London.
 6. Yushun, Chinese str., from Shanghai.
 7. Coromandel, British str., from Shanghai.
 7. Fansang, British str., from Canton.
 7. Lena, Norwegian str., from Canton.
 7. Robilla Maru, Japanese str., from Manila.
 7. Strassburg, German str., from Hamburg.

DEPARTURES.

1. Benlarig, British str., for Canton.
 1. Choyang, British str., for Shanghai.
 1. Chwushan, British str., for Swatow.
 1. Glenogle, British str., for Amoy.
 1. Glenartney, British str., for Shanghai.
 1. Hoihao, French str., for Pakhoi.
 1. Loongmoon, German str., for Shanghai.
 1. Loongsang, British str., for Manila.
 1. Pakhoi, British str., for Shanghai.
 1. Petohabari, German str., for Swatow.
 1. Sabine Rickmers, British str., for Canton.
 1. Tyr, Norwegian str., for Canton.
 1. Ulabrand, Norwegian str., for Moji.
 1. Unity, Norwegian str., for Singapore.
 2. Hitachi Maru, Jap. str., for Singapore.
 2. Hongbee, British str., for Amoy.
 2. Pakling, British str., for Manila.
 2. Prometheus, Norw. str., for Shanghai.
 2. Pronto, Norwegian str., for Chefoo.
 2. Quarta, German str., for Mauritius.
 2. Suisang, British str., for Calcutta.
 2. Wo-sung, British str., for Swatow.
 2. Zafiro, British str., for Manila.
 3. China, German str., for Saigon.
 3. Guthrie, British str., for Wuhu.
 3. Haitan, British str., for Swatow.
 3. Sullberg, German str., for Shanghai.
 4. Fukuoka Maru, Jap. str., for Amoy.
 4. Kong Beng, German str., for Bangkok.
 4. Kilburn, British str., for Akyab.
 4. Kwangtah, Chinese str., for Canton.
 4. Kwongsang, British str., for Shanghai.
 4. Maria Valerie, Austrian str., for Trieste.
 4. Wampoa, British str., for Shanghai.
 4. Zielen, German str., for Shanghai.
 5. America Main, Jap. str., for S. Francisco.
 5. Apenrade, German str., for Hoihow.
 5. Fansang, British str., for Canton.
 5. Formosa, British str., for Swatow.
 5. Hailan, French str., for Pakhoi.
 5. Hoppsang, British str., for Singapore.
 5. Hyades, Amr. str., for Tacoma.
 5. Lysmoon, German str., for Canton.
 5. Musashino Maru, Jap. str., for Saigon.
 5. Rajahuri, German str., for Bangkok.
 5. Riojun Maru, Japanese str., for Seattle.
 5. Rosetta Maru, Japanese str., for Manila.
 5. Salazie, French str., for Shanghai.
 5. Snevia, German str., for Yokohama.
 5. Tyr, Norwegian str., for Hongay.
 5. Wongkoi, German str., for Bangkok.
 5. Yanga, French str., for Europe.
 6. Afridi, British str., for New York.
 6. Anping Maru, Japanese str., for Swatow.
 6. Australian, British str., for Australia.
 6. Cassina, German str., for Wuhu.
 6. Doyo Maru, Japanese str., for Canton.
 6. Glenfalloch, British str., for Amoy.
 6. Han-an, British str., for Canton.
 6. Kowloon, German str., for Canton.
 6. Loksang, British str., for Canton.
 6. Musashino Maru, Jap. str., for Saigon.
 6. Progress, Russian str., for Tournon.
 6. St. Paul & Dillier, British str., for S. F. cisco.
 6. Sungkiang, British str., for Manila.
 6. Tartar, British str., for Vancouver.
 6. Tsurugimaru, Japanese str., for Moji.

6. Vinosliyy, Rus. torp.-bt., for P. Arthur.
 6. Vnimatelny, Rus. torp.-bt., for P. Arthur.
 6. Vnochitelny, Rus. g.-bt., for P. Arthur.
 6. Wingsang, British str., for Canton.
 7. Arratoon Apcar, British str., for Calcutta.
 7. Bomtar, British str., for Shanghai.
 7. Borg, Norwegian str., for Bangkok.
 7. Halmun, British str., for Coast Ports.
 7. Icydene, British str., for Kutchinotsu.
 7. Kansu, British str., for Canton.
 7. Kiukiang, British str., for Shanghai.
 7. Koun Maru, Japanese str., for Kobe.
 7. Lena, Norwegian str., for Chinkiang.
 7. Petrarch, German str., for Chinkiang.
 7. Volute, British str., for Balik Papan.

PASSENGERS LIST.

ARRIVED.

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